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The Solicitors' Journal.

LONDON, JANUARY 2, 1875.

CURRENT TOPICS.

WE WELCOME THE PAPER by Mr. Janson, which we print in another column, as a sign that professional opinion is ripening on the question of the necessity for an energetic effort to procure a sweeping reform in the present system of solicitors' remuneration. Ever since Mr. Field published his pamphlet in 1840 this subject has been agitated. The inadequacy of the present remuneration and the absurdity of the mode of estimating it have been admitted by the highest authorities, but to-day matters are still, in many respects, where they were when the "gold noble," of the value of 6s. 8d., was the current coin of the land. We are still oppressed by a system which, as Mr. Janson says, "differs from all other known systems of remuneration, and is at once cumbrous and intricate; like the law itself, abounding in fictions, and the source of much needless trouble and expense." It hardly needs lengthened arguments to show the absurdity of a system which makes the public pay the same fees to Mr. Jones, who has just set up his name at his door, as to the head of the most eminent firm in Lincoln's-inn or the City; which compels trustees to demand a taxation because, although, if they were acting for themselves they would never for a moment think of suggesting it, they may hereafter be called upon to pay out of their own pockets moneys which might have been taxed off the adviser's bill; and which by remunerating the solicitor for the amount of mechanical work done instead of for the skill and labour employed in the business, affords a premium to verboseness and delay. The question is, how best to remedy this system? Upon the point of remunerating skill, including of course rapidity, brevity, and efficiency, as it deserves, Mr. Janson is at one with an able correspondent who, in addressing us on this subject more than a year ago, drew a humorous sketch of the results of the present mode of solicitors' remuneration when applied to the case of a broker employed to charter a vessel. Upon one of Mr. Janson's suggestions we presume there will be no difference of opinion—that it should be made compulsory instead of merely permissive on the taxing master in all cases to take into account the skill displayed, the outlay incurred, and the value of the services performed, in the widest and most general sense. Mr. Janson further proposes to abrogate all power on the part of a client to have his own solicitor's bill referred to a taxing-master, except under the special order of a judge, after adequate cause shown; and he would legalize *all* contracts between solicitor and client, subject to the revision of a judge. It ought not to be forgotten that the adoption of some such proposal as that above referred to would enable a considerable reduction to be effected in the enormous cost of the taxing staff—a cost which has been estimated as equal to the yearly salaries of six puisne judges.

More difference of opinion may exist as to the last suggestion made by Mr. Janson—that the *ad valorem* principle of payment should as far as possible be extended to all classes of business. We have never hesitated to express our opinion that the true interest of the profession lies in this direction, but we are aware that many practitioners whose opinion is entitled to high respect are not clear on this point. Mr. Janson would extend this principle even to contentious business; but it is, perhaps, doubtful whether it would be advisable to apply it to all classes of such business. This is a point well worthy of full consideration.

Mr. Janson hints at the probability of some step being taken at no distant date involving an important change in the system of allowance, not only as between litigant parties, but as between solicitors and their clients in all classes of business, and we need hardly point out the desirability of a thorough discussion of the subject, in order that when the proposals referred to are made, the opportunity may be seized to obtain a satisfactory settlement of the whole question.

YESTERDAY THERE CAME INTO OPERATION the first three sections of the Vendor and Purchaser Act, 1874. The rest of the Act, which came into operation immediately on its passing—that is to say, on the 7th August last—has already been fully noticed by us (18 S. J. 863). We gave a short summary of the sections in question in our former notice; but it will be convenient for our readers if we discuss them a little more fully now.

The first remark we have to make on this portion of the Act is, that it relates only to contracts for the sale of *land*. It will not, therefore, at all events directly, affect contracts for the sale of an incorporeal hereditament, *e.g.*, an advowson.

The first section is simple enough. It merely substitutes forty years for sixty years as the normal period of commencement of title to *land*. With respect to this alteration we may notice that the period of limitation remains at present unchanged, and that it will not be shortened until the 1st of January, 1879. A forty years' title will, of course, be safer after the shorter period of limitation comes into operation than it will be during the next four years. Leaving this question, however, we have said that the first section of the Act will not directly affect sales of incorporeal hereditaments. Whether, in cases where it has been usual to give a sixty years' title to such hereditaments, by analogy to the duration of the title of the land from which they issue, the section will indirectly affect the duration of the title, may possibly, in the absence of any amending Act, be the subject of judicial decision. In showing a title to tithes, for instance, the custom has been to set forth the original grant, and then, omitting the intervening dealings, to take up the title sixty years before the contract. How should the abstract be drawn up now? Should it show the original grant and sixty years' or forty years' title?

The 2nd section of the Act provides that in the completion of contracts, and subject to any stipulation to the contrary contained in the contracts, five rules therein given shall apply. In cases of open contracts these rules, except, perhaps, the fifth, will be useful as far as they go. In cases of carefully-prepared contracts they may, perhaps, save the copying of a few lines of common form. Like all such enactments they have the disadvantage of making people trust to them under the idea that they give more protection than they actually do, and so may induce persons to enter into open contracts who otherwise would have insisted on special ones; while in the case of special contracts neither extending the rules nor in terms incorporating them, their absence from the face of the contracts often tends to mislead the contracting parties.

The first of the five rules is that "under a contract to grant or assign a term of years, whether derived, or to be derived, out of a freehold or leasehold estate, the intended lessee or assign shall not be entitled to call for the title to the freehold." As to this rule it must be noticed, first, that where the property is held under an

underlease the rule does not preclude the purchaser from calling for the title to the original lease; and, secondly, that it is not so stringent as to prevent objections relating to the lessor's title as disclosed by the abstract or ascertained from other sources. The necessity, therefore, remains of guarding the vendor from objections of this kind, and also of stipulating that the production of a receipt for rent shall be evidence of the performance of the covenants in the lease.

The second rule is that recitals, &c., in deeds, &c., twenty years old shall be evidence. The ordinary condition is wider than this rule, inasmuch as it extends to matters *implied* in old recitals, &c. In practice, therefore, the old condition should be retained.

The third rule is that the inability of the vendor to furnish the purchaser with a legal covenant to produce, and furnish copies of, documents of title shall not be an objection in case the purchaser will have an equitable right to their production.

The fourth rule is that such covenants for production as the purchaser shall be entitled to shall be furnished at his expense, the vendor to bear the expense of perusal and execution on behalf of all parties except the purchaser.

The fifth rule is that where the vendor retains any part of an estate to which any documents of title relate, he shall be entitled to retain such documents. This rule is silent as to whether the vendor must covenant for the production of such documents. It should have gone on to enact that he should enter into such a covenant, and, perhaps, to provide that on his procuring a substituted covenant he should be released.

On looking at the whole of these rules our readers will see that they do not really amount to very much, and that the best thing to do in the preparation of contracts is to keep to the old forms.

The third section of the Act merely provides, in effect, that trustees either buying or selling, may, with equal safety to themselves, exclude the operation of the rules or allow them to take effect.

THE LAST NUMBER of the *Journal de Droit International Privé* contains the first part of an interesting paper read by Sig. Mancini at the meeting of the Institute of International Law, held at Geneva, upon the advantages of sanctioning by international treaties a certain number of general rules of private international law. Opening with a short sketch of the historical development of private international law, the learned professor discusses, and rejects, the idea of a single and universal civil code for all nations as not only utopian but mischievous. But he contends that by international law a nation has not the power of refusing all application of foreign law within its territory, and that in making this application it acts, not merely by courtesy or consent, but in obedience to an obligation imposed by international law. In using this language the author is adopting the form of expression which has been favoured by the majority in weight of international jurists, and which has been lately recognized in our own courts by some of our most logical judges; and although some may prefer to speak of this obligation, like all obligations of international law, as of a moral rather than a legal character, it is certainly acted upon in principle with a steadiness which produces all the effects and operation of a legal rule. But the extent to which the application of this principle is carried varies with different States, and the author contends that if it is a rule of law, its operation should be equal—that there should be at least a *minimum* of obligation imposed on all states alike. This introduces the more practical part of the question, viz., what is this *minimum* of obligation; that is, what are the matters in respect of which an international legislation of this kind is to be looked for and desired. Among the matters in which the different rules existing in different States produce a frequent conflict, the author especially enumerates nationality, personal capacity, and the various applications of the rules indicated by the expressions *mobilia personam sequuntur*, *lex loci rei sitæ*, *locus regit actum*. This enumeration, in fact, includes pretty nearly all the matters in respect of which problems of private international law arise; a code which dealt with them would have to settle many keenly-disputed points; and it may be observed that many of the questions raised could hardly be practically settled without altering the domestic laws of the nations concerned. There is, however, nothing unpractical in the proposition that a considerable number of the questions on which conflicting views now prevail should be settled by international agreement. It appears from Sig. Mancini's statement that before the Franco-German war negotiations to this end had been set on foot by the Italian Government with several European powers, and had made considerable and satisfactory progress when they were interrupted by the outbreak of hostilities, and that the Government of Holland has lately taken a step in the same direction by proposing an international conference to determine the limits of the competence of the courts of different States, and to facilitate the execution of foreign judgments.

VERY SOON AFTER Lord Westbury entered upon his duties in the European Arbitration he announced in clear and explicit language the rules by which he meant to guide himself on the question of novation—rules which he deemed in accordance with principles of law fully established long anterior to arbitrations of the character of that in which he was engaged. "This," he said in his quaint way, "will serve to guide us in a certain degree in our path over the desert that we shall have to travel with very great pain." The compass provided by Lord Westbury was thrown away by Lord Romilly, and now it appears there is some idea of asking the Legislature to supply a new one for Lord Romilly's successor. The possibility to which we alluded some weeks ago of the rehearing and reversal by a new arbitrator of decisions of the last arbitrator, which were themselves rehearings and reversals of the decisions of his predecessor, is alarming enough to contemplate; but there are some difficulties connected with the proposal for legislation, nor will it be much more cheering for the persons interested to know that the arbitration must now be hung up until a measure certain to be opposed has fought its way through Parliamentary committees sitting for the nonce as judges to decide a difficult question of law.

It may, perhaps, be suggested as worthy of consideration whether the proposed measure should not widen the class of persons from whom future arbitrators are to be taken. Persons "filling the office of judge of one of the superior courts," we may hope are practically out of the question for the post of arbitrator; and persons "having filled" that office, of the rank, eminence, and leisure of those who have hitherto acted as arbitrators in the recent great arbitrations, are likely to become somewhat scarce when the new Court of Appeal commences its sittings. Is there any reason why the person who is to wind up the affairs of an insolvent company should be an ex-chancellor or ex-judge? Why should not an experienced lawyer in the prime of life make as competent an arbitrator as an ex-judge often labouring under the infirmities of advanced years?

WE GIVE IN ANOTHER COLUMN an outline of the leading changes effected by the new Chancery Funds Rules, which are to come into operation next Monday week, but we may here draw the attention of practitioners to the change which has been made in the requirements relating to the affidavit on paying money into court under the Trustee Relief Act. The rule relating to this matter will be found elsewhere printed in full. We may re-

mark that it would have been more convenient if the rules had been issued a longer time before the date at which they are to come into operation.

THE SCIENCE OF LAW AND CODIFICATION.

A WRITER in the *Pall Mall Gazette* of Wednesday last tells the world that the notion that there is somewhere or other such a thing as a science of law, which might be taught if only professors were paid to teach it, is a dream. There are materials for such a system, but the system in which lawyers are educated is so "intricate, incomplete, obscure, in many places uncertain, and in others contradictory and fragmentary," that improvements in the mode of teaching it will do no good. If you want to raise the mental calibre of lawyers you must "codify the common law and redraw the statute book." This recalls to our mind the singular discussion on the science of law lately carried on in the columns of the *Pall Mall Gazette*, of which the article now referred to appears to be a sequel, and which presented a curious train of misapprehensions and cross-purposes. It began, as we pointed out (18 S. J. 899), in a radically false argument, which assumed that it was the peculiar and distinguishing characteristic of *inductive* science to predict events, and endeavoured to show that English case law was an *inductive* science because it was possible by its method to predict legal conclusions; as though it were not the necessary quality of all law (which prescribes rules for future action), so far as it really is law, that the legal conclusions upon the acts subject to it should be capable of being foreseen. All that the argumentation, so far as it was substantial, really amounted to was, not that case law was scientific, but that it was to a great degree inductive in its methods, which was indeed but a truism, and that it did not follow that, because it was inductive, it was not scientific. A reply was lately furnished to this by a correspondent under the well-known signature of J. F. S., who objects altogether to the use of the words "science" and "scientific" in reference to law, and seems to be of opinion that the less of science there is in it the better; but demands that the rules of law shall be "convenient, clear, precise, and well arranged, and so framed as to promote the interests of the public at large." All will agree in this demand, though probably few will be of opinion that this result will be reached unless the system is logically coherent, or that a system can be logically coherent which is not founded on principle, and therefore in a proper sense scientific. The letter of J. F. S., however, is not directed to show that English case law is not scientific or is not inductive (which it was the object of the article he replies to to demonstrate), but that it is bad, awkward, and inconvenient, and that codification is the only means of securing the result which he desires. The author of the article rejoins, withdrawing a good way within his lines, and contending that he only said the *method* of case law was scientific, not that its substance was good, that in fact it is not very good, and, that he agrees with J. F. S. that we ought to codify; but adds the singular statement that he "expressly used the word 'scientific' as for legal purposes equivalent to 'reasonable, intelligent, and consistent,'" which, to be sure, reduces to a minimum the value of the theoretical discussion whether case law is an inductive science, and raises to a maximum the merit implied in describing it as "scientific."

So the controversy stands; the parties to it are left shaking hands over the result, with an interchange of many compliments, some broad and some sly, but we cannot perceive that, either theoretically or practically, the solution of the questions agitated has been much advanced. Only we are surprised to find J. F. S., after the elaborate parallel between the logic of law and that of the inductive sciences prefixed by him to the Indian Evidence Code, speaking so lightly of the science of law. Perhaps the success of that essay, which we must admit did not throw much light on the subject, and appeared to issue in the discovery that the admission of testimony proceeds on the assumption that witnesses, as a rule, speak the truth, was not such as to increase his regard for that aspect of the subject. But yet we apprehend there can be no doubt that law, if it is good law, is and must be scientific. Without insisting too much on the opposition of two terms, which are, perhaps, neither of them capable of exact definition, the words "science" and "art" are useful in expressing two aspects of a subject which, like law, lays down general rules for concrete acts. As we lately pointed out, science is organized knowledge, and with this meaning, science, and its contrast art, express the natural result of study directed immediately to two different ends, and of faculties of a different order, though exercised upon the same subject-matter. A certain quickness and nimbleness of perception and of action, and a fertility of resource, trained by practice, will qualify a man to excel in an art to which his talents are adapted. In those kinds of action which deal with very complex and multiform elements, and especially in those which depend eminently on subjective conditions, art is the utmost that can be reached. And so long as the end is only to accomplish results, it is unlikely that in what aims at producing results anything but art will be sought. But in subjects which are rather matters of contemplation than of action, and in proportion as they are such, knowledge, and not results, forms the object of mental activity. But to study a subject for the sake of merely knowing it, is to study it by comparison and abstraction, and in the way of cause and consequence, and tends at once to a knowledge of it in its principles and in terms of general description and classification. This organized knowledge is science; and if any subject dealing directly with action is studied in such a way as to render it capable of being described with reference to, and in the terms of, general rules and principles, the knowledge of it becomes to that extent scientific; he who studies and knows it in this way studies and knows it scientifically; and if, in addition to this, he has those peculiar faculties which fit him for its practice, he may be properly said to be a scientific artist. So that even the popular way of describing a player at cards or billiards as a scientific player, though commonly loose and inaccurate, is capable of justification if the meaning really is that he plays with a knowledge of, and according to, the rules and principles of the game. But so long as action depends only on tact and skill, or its rules are only rules of thumb or isolated maxims not admitting of being exhibited in any organized form, no one who wished to speak correctly would term such action scientific.

To apply this to law; it has a double bearing. In the *practice* of the law its bearing is obvious. Tact and skill in the management of a cause, even ingenuity in finding or making a distinction in a legal proposition, may exist in a high degree without the possession of any scientific knowledge of law. The possession of an accurate and extensive knowledge of rules of practice, and of those subordinate rules of law which are of daily application, will make an expert lawyer, but not a scientific one. The scientific lawyer is he who, with an adequate knowledge of these things (for without it he can be no lawyer at all), also knows the general principles of law, and so knows law as a coherent and organic whole.

But this assumes (which is the second point) that law is capable of being scientifically known. J. F. S. affects to think it all one whether it can or no; but notwithstanding his great-coat-and-walking-stick way of looking at things, this cannot really be his opinion. Fortunately that is not the view which has been taken of the subject by the great lawyers who have made law the excellent thing which, notwithstanding its imperfections, it is. In determining cases and laying down rules they

have considered, not only what would be a convenient decision in the particular case, but what would be the bearing of the rule established by them in analogous instances and in cognate branches of law, and have endeavoured to preserve a logical harmony in the system. And no one can fail to see that, but for this logical harmony, which is what makes law scientific, the uncertainty in knowing beforehand the legal effect of any transaction would have been infinitely increased, and the rules would have been neither "clear, precise, and accurate," nor "so framed as to promote the interests of the public at large." It has a plausible sound to say that the rules of law should be convenient; doubtless they should, and doubtless the whole end of law is in the highest sense the convenience of those who are subject to it. But in the long run this convenience is best served by solving the cases that arise not by isolated rules, but by reference to the principles on which those particular rules rest, and by the light of cognate rules, which illustrate the same principles. All this will not be seriously disputed by any lawyer; but if it is not, then it is made out that law should be as scientific as we can make it.

But where do these principles come from? The principles which have been established by case law are not the principles expressed in the crabbed jangle of words which excited Bentham's anger. The principles which we really owe to case law, speaking generally, are principles derived from the consideration of the infinite transactions which come before the courts, from the events which those transactions have disclosed as common events in human life, and the course of business which they have shown to prevail: they are principles found to be principles which may be conveniently applied as general rules in legal administration, because they give effect to what is fair and just, and to the reasonable demands and expectations of the persons concerned. But it is certain they could not have done this equally, unless they had been considered systematically, and with a desire to maintain a logical coherence and consistency.

This, however, does not necessarily imply that codification is undesirable. The arguments in favour of it are upon the surface, and have been often repeated, and one of those most strongly urged is that it would make law more scientific than it is. We do not propose at present to discuss this general question, but the letter of J. F. S. affords an opportunity of pointing out the great assumption which intending legislators make of the extent and accuracy of their vision, and of the ease and conclusiveness with which all the doubtful points which have perplexed judges might be settled. The writer gives as an illustration of the advantages of a code over case law, a series of rules intended to "dispose *in a rational, intelligible way of the whole subject*" of the acceptance of proposals for a contract. They mainly consist of elementary propositions of contract law, and of the results of decided cases as they may be found expressed in works on the law of contracts, with some variations of the author's own. It is obvious to notice that the degree of success with which the writer frames his rules may be, perhaps, due in some measure to the careful and acute consideration which has been given to the subject by the tribunals whose decisions have so nearly settled the law on the subject, and is not wholly the fruit of the author's native sagacity. But when he advances to settle a controverted point his guidance is not infallible, nor will his reasoning appear equally conclusive to all minds. The "single and very simple consideration which would decide at once the point" of whether a man should be bound by the posted acceptance of his offer which never reaches him, is this: "If a man gets no answer to a proposal after waiting for a reasonable time, he naturally concludes that it is declined, and he can take no precautions against the loss of another man's letter. It would be very hard, therefore, to bind him by a letter which he had not received. On the other hand, when a man accepts a proposal by post, he has ready and simple ways of learning whether his letter has been received in due course, and by sending it in duplicate or by using the telegraph he can render its loss practically impossible or immaterial." Any one who refers to the cases where the question has arisen will see that these arguments have been present to the minds of the learned judges who decided them, but that they have produced very different impressions on different minds. Perhaps, therefore, they are not so simple and conclusive as appears at first sight. And indeed one is surprised to learn that the maker of a proposal has no way of protecting himself, when he may so easily make his offer conditional on his receiving a reply by a given date; and equally so to learn that in every contract accepted by post the acceptor ought to send a letter in duplicate or accompanied by a telegram.

From this single and simple consideration, however, these two rules are deduced—"(1) When a proposal is made by post, and is to be accepted by post, the acceptance is complete as against the proposer [why as against the *proposer* only?] as soon as the letter of acceptance is posted, if the letter of acceptance reaches the proposer; (2) If the letter of acceptance is lost by the fault of the post-office, or otherwise, *without* the default of either the proposer or the acceptor, the proposal shall be deemed to have been refused." So that if, without any default of the acceptor, the letter of acceptance, though sent, never reaches the proposer, the proposal is to be deemed to have been refused by the acceptor, who has followed the ready and simple way of sending a duplicate letter *and* a telegram, and has acted on the contract which (with a very just confidence, having taken all the prescribed precautions) he supposes himself to have made. But, on the other hand, if *by* the default of the acceptor in wrongly addressing it, the letter of acceptance never reaches the proposer, the present imperfect case law gives a very clear solution of the case, but whether the Perfect Code is equally clear may be seen from the following 3rd rule intended to provide for the contingency:—"If the *loss* of, or if delay in the delivery of, a letter containing a proposal, or the acceptance of a proposal, is caused *by* the default of the sender, the sender shall be responsible for such *delay*." Whatever then may be the meaning of the queer phrase "responsible for," there is no provision as to who is to be "responsible for" the *loss*. And if a third case should occur, of the letter of acceptance never reaching through the fault of the *proposer* (as by his giving a wrong address), that case is equally unprovided for, since neither does the letter of acceptance reach the proposer, nor is it lost by the fault of the post or without *his* default, nor is it "delayed" (or *lost*) by the default of the *sender*. It is not, however, our business here to criticize in detail the Perfect Code—an operation which would, we think, disclose several other things not quite as they should be; we refer to it only as illustrating a contrast that *may* exist between the "rational, intelligible" way of codification, and the wasteful and inconvenient method of case law.

THE NEW CHANCERY FUNDS RULES.

The consolidated rules under the Court of Chancery (Funds) Act, 1872, have at length been issued. To a considerable extent, of course, they are a reproduction, with some amendments, of the existing rules, and it will only be necessary for us to notice the provisions which introduce changes in the practice. One of the most important of these is contained in rule 15, which directs that orders to be acted on by the Paymaster-General (in the new rules called the Chancery Paymaster) shall either be wholly printed, or, in cases in which printed forms can be used, may be partly printed and partly written. An exception is introduced in the case of orders of an urgent nature, which the registrars are empowered to issue in writing. It may be doubted whether, in a great number of instances, there will be much gain, either in money or time, from this change. Considering the small

number of copies of an order which will be required, it is difficult to believe that the expense of printing a short order will not be greater than that of writing copies. A short order of three folios can be written in a few minutes, and when passed can be entered on the record in a few minutes more. And this, we know, is often done in practice, so that such an order (and there are hundreds of about this length) is passed through all its stages in the course of two or three hours. What will be the result, as regards expense and delay, of requiring such an order to be printed, we must leave experience to indicate. The next rule (16) provides for the amendment, in writing, of clerical mistakes or errors arising from accidental slips or omissions in printed orders; but no amendment is to be made in any order to meet a new state of circumstances arising after the date of the order, or for the purpose of extending the time thereby limited for making any payment or transfer of money or securities into court.

Rules 18 and 19 relate to the copies to be made of orders. A duplicate of every printed or partly printed order is to be made at the same time with the original; the original is to be passed by the registrar in the usual manner, and stamped and transmitted by him with the duplicate to the clerks of entries; who are to retain and file the duplicate as the record, and to return the original order, when examined and stamped and marked with a reference to the record, to the registrar, to be delivered out to the solicitor of the party having the carriage of the order. Provision is made for the printing and issuing of office or certified copies of the orders. An office copy of every order to be acted on by the Chancery Paymaster is to be transmitted to the Chancery Audit Office. Office copies of certificates and other documents to be acted upon by the Chancery Paymaster, and of affidavits or statutory declarations required by the Chancery Paymaster, are also, when requested, to be transmitted to the same office. (Rules 21—24.)

Rule 10 of the Chancery Funds Rules, 1872, allowing money or securities to be paid or transferred into court without an order and upon a written request, is repeated in rule 25 with some slight amendment. Little recourse, we believe, has been made to this provision during the three years it has been in operation.

Following this provision is a new rule (27), of a somewhat singular nature. It provides that a person ordered to make a payment or transfer into or deposit in court shall be at liberty to make the same without further order, notwithstanding the order may not have been served *or the time thereby limited for making such payment*, &c., *may have expired*; "provided that any such subsequent payment, &c., shall not affect or prejudice any liability, process, or other consequences which such person may have become subject to by reason of his default." The reason for making this rule was, no doubt, to prevent the necessity for altering orders where it becomes necessary to enlarge the time for payment into court; but the rule, on the face of it, looks rather like an encouragement to persons directed to pay money into court by a specified time not to do so until they are compelled.

The 34th rule relates to payments into court under the Trustee Relief Act (10 & 11 Vict. c. 96), and reproduces the well-known requirements relating to the affidavit of the trustee, of consolidated order 41, rules 1 and 2, with some amendments and additions. Among these is a requirement that the trustee shall state the credit to which he wishes the money or securities brought into court to be placed, and, if such money or securities are chargeable with legacy or succession duty, whether such duty or any part thereof has been paid. The places of residence of the persons supposed to be entitled to the money or securities are to be stated, and the affidavit is also to contain a statement whether the money or the dividends on the securities to be brought into court are desired to be invested in Consols or Reduced Three per Cents. or New Three per Cents., or whether it is deemed unnecessary so to invest the same or to place the same on deposit. If the money or dividends are desired to be invested, it is provided by rule 66 that the Chancery Paymaster shall (in case the money amounts to £40 or the dividends to £10) invest the same in the stock specified without order or further request. If the money does not amount to £40 it is to be placed on deposit without a request for that purpose, unless the affidavit contains a statement that this is deemed unnecessary, or notice is left at the office of the Chancery Paymaster of an order having been made, or of an intended application to the court affecting the money, securities, or dividends. By rule 34 the regulations for the printing of affidavits to be used on the hearing of a cause are made applicable to the affidavit on paying in money under the Trustee Relief Act, and the Chancery Paymaster is not to act upon an office copy of any such affidavit, filed after the commencement of the rules, which is not so printed.

The system of placing money on deposit, which was initiated by the Chancery Funds Act, 1862, is continued, but we are glad to see one beneficial alteration. Under the 38th of the rules of 1872 any sum less than £100, ordered to be invested in Consols, is not so invested (unless directed by the order to be invested, notwithstanding that the sum is under £100), but is placed on deposit until it amounts to £100, when it is invested. Rule 64 of the new rules states the sum of £40 instead of £100 as the *minimum* to be invested in Consols. The *minimum* to be placed on deposit is raised by rule 73 from £3 to £10; and by rule 77 the interest is to accrue by half calendar months, instead of by calendar months.

We cannot help expressing our regret that the plan of "converting into cash" any amount of Government securities exceeding £1,000, which the court may direct to be sold, is continued unaltered. The process consists of transferring the stock to the National Debt Commissioners, and entering in the book of the Chancery Paymaster a credit of an equivalent amount of cash at the market price *less the brokerage*. This operation produces the desired cash, but it allows a brokerage fee to be charged against the suitor which is never in fact incurred or paid to a broker, but, as the price of a fictitious transaction, is paid into the Treasury. As a means of acquiring income this method has naturally proved very attractive to the Treasury; but it is a heavy tax upon suitors, and ought to be either reduced or swept away altogether.

SLANDER OF GOODS.

The case of *Western Counties Manure Company* v. *Lawes' Chemical Manure Company* (23 W. R. 5, L. R. 9 Ex. 218) turns into law what had certainly been thrown out in *Evans* v. *Harlow* (5 Q. B. 624) and *Young* v. *Macrae* (11 W. R. 63, 3 B. & S. 264), though the general aspect of those cases leaves rather a contrary impression. Briefly the decision is that it is actionable in a trader to say untruly, and without lawful occasion (for so the court interpreted "maliciously"), of another trader's goods that they are inferior to his own, provided special damage can be proved. The proposition established by the decision is certainly not less wide than this, and it suggests some difficulties which may arise in its application. What will be a lawful occasion? It is hardly to be doubted that, in the view of the court, the mere desire to sell one's own goods does not afford a lawful occasion to an attempt to do so by disparaging those of a rival. But it is to be observed that this point was not before the court, and that no opinion is expressed as to what would constitute a lawful occasion. The object with which a trader makes such statements is not the injury of his rival, but his own advantage; and it is still open to argument whether the allegation of an "intention to injure the plaintiffs in their business," which the declaration contained, would be satisfied by that sort of

intention which the law implies from the existence of a natural connection between the thing done and the effect produced, or whether, if the jury found the defendants' design to be merely to advance their own trade at the expense of their rivals, the defendants would be deemed to have made the statement on a lawful occasion and not maliciously.

Again, assuming the publication of such a statement for the purpose of attracting custom from the rival or in competition with the rival not to be privileged as made on a lawful occasion, it might be a further question whether a similar statement made in the course of dealing with a customer, or with one proposing to become a customer, would be deemed to be made on such an occasion. Further, a distinction of some subtlety and difficulty might arise between the assertion of a matter of fact and the assertion of a matter of opinion; as for instance, if, on the one hand, a man asserted that his patent kitchen range would do more cooking with a less consumption of fuel than his rival's, or, on the other hand, only asserted that his range was a much better, cheaper, more useful and convenient range than the other. The rule of law, however, thus laid down is not confined in its application to traders; the principle would equally apply to other cases, as, for instance, if the owner of a horse asserted that his horse was sounder and stronger, or the owner of a farm or a mine that his property was more productive than his neighbour's.

It does not follow from these considerations that the decision is wrong; there is certainly no authority against it, and there are, perhaps, expressions of opinion in decided cases in its favour; but it seems likely to open up a new series of decisions on points on which the case itself affords no guidance; and it would have been much more satisfactory if it had presented a definite state of facts, instead of being decided on demurrer.

Recent Decisions.

PRIVY COUNCIL.

NUISANCE—NEGLIGENCE—PUBLIC BODY.

Madras Railway Company v. *Zemindar of Carvatinagarum*, P. C., 22 W. R. 865.

In this case the Privy Council has only applied principles which are fully recognized in English law. The defendant was a zemindar charged with the public duty of keeping in repair the irrigation tanks within his territory. A tank on his land burst and injured the plaintiffs. Negligence being negatived, the plaintiffs contended that he was none the less liable, on the principle of *Fletcher* v. *Rylands* (L. R. 3 H. L. 330); but this was obviously not so, because he was bound by law to maintain these tanks, which he had taken no part in making. So far, therefore, he was in the position of an English company which exercises statutory powers, and is only answerable for negligence in executing them; and his duty to repair *ratione tenuræ* was construed in the same way as the Court of Common Pleas lately construed the liability of a vestry in *Hammond* v. *St. Pancras Vestry* (22 W. R. 826, L. R. 9 C. P. 316).

COMMON LAW.

SHIPPING—SUB-CHARTER.

Smidt v. *Tiden*, Q. B., 22 W. R. 913.

A. chartered a ship to B.; B. chartered it to C., who had no notice of the original charter. C. put a cargo on board according to the terms of his charter, and the master, knowing nothing of this charter, signed bills of lading "as per charter-party," meaning the charter from A. to B., which C. accepted meaning the charter from B. to himself. C. took delivery of the goods, paid freight to B., who failed, leaving the freight due to A. unpaid, and A. now sued C. on an implied contract to pay freight to him. If the master had known of the sub-charter at the time of signing the bills of lading, or even at the time of taking the goods on board, the case would have been within the authority of *Tharsis Sulphur and Copper Mining Company* v. *Culliford* (22 W. R. 46), and various other cases referred to 18 S. J. p. 446: the shipowner would have been bound to deliver the goods on the terms of the sub-charter. But in the case last cited "the goods had," as the court said, "been taken on board under one contract—viz., on the terms of the sub-charter. It was too late after that to insist on the terms of the other charter-party." In the present case, however, the peculiarity was that the master knew nothing of the charter-party under which the shipper put the goods on board, but acted throughout in pursuance of the original charter-party. The result was, as the court held, that there was no contract, the parties never being *ad idem*, and they refused to imply a contract with the plaintiff for a reasonable freight, which would have been in direct opposition to the intention of one of the parties. There was a complete and valid contract between B. and C. by virtue of the sub-charter, and this contract was carried out under the bill of lading, and was fulfilled and liquidated. Under these circumstances to imply a contract with a third person, of whom the shipper had never heard, by virtue of his occupying a position which the shipper had supposed to be occupied by B., would certainly have gone beyond anything hitherto decided, the more so as by the original charter-party the master was "to sign bills of lading as presented." It may be a question whether by this clause the shipowner does not in effect allow the master to hold himself out as agent of the charterer, in which case there would be a complete answer to the suggestion of an implied contract with himself; but it was not necessary to decide this question, which might have arisen if, after payment of the freight by the defendant to B., the master had claimed to exercise his lien. In principle the case bears a great resemblance to *Peek* v. *Larssen* (19 W. R. 1045, L. R. 12 Eq. 378).

TIME-POLICY—UNSEAWORTHINESS—PERILS OF THE SEA.

Dudgeon v. *Pembroke*, Q.B., 22 W. R. 914.

So far as this case decides that an act of the master, which, if done with the privity of the shipowner, would have made the voyage illegal, does not deprive the shipowner, who was ignorant of the master's illegal act, of his right to recover on a policy of insurance on the ship, and so far as it decides that on a time-policy there is no warranty of seaworthiness, and that although the ship perishes through her unseaworthiness, the shipowner may still recover on his policy, if he was not aware of her unseaworthy condition, it does not go beyond, or decide anything more than, the authorities on which the judgment of the court is based. But a further question was made as to whether the loss could be said to have been by perils of the sea, and on this point it was argued that the cause of the loss was in truth the unseaworthiness of the ship, because, but for that infirmity, the loss would not have occurred. In putting to the jury the question whether the unseaworthiness was the cause of the loss, the learned judge who tried the cause (Blackburn, J.) explained that "he did not mean to ask them whether it was the sole or immediate cause of the loss, but whether the making water was occasioned by unseaworthiness, and the loss arose from the being waterlogged in consequence of that unseaworthiness, so that it would not have happened but for that unseaworthiness." On the answer to this question the jury were unable to agree. But in the course of the judgment it is stated that the defendant "was entitled to treat the case as if the jury had answered the two questions on which they were unable to agree [whether the vessel was unseaworthy

when she started; and, whether that unseaworthiness was the cause of the loss] in his favour, and that if on that supposition the plaintiffs would not be entitled to retain their verdict, then there should be a new trial to ascertain the facts." From this it appears that if the jury had given their verdict on this point for the defendant—that is, had said that the unseaworthiness was the cause of the loss—their verdict would have been an admissible one, and would not have been disturbed; subject to this, that the plaintiffs might have complained of the direction of the learned judge, as to which, as Blackburn, J., himself pointed out, the law is not settled, and which, as stated, allows that unseaworthiness to be taken as the cause of the loss which by the very terms of the direction is not the proximate cause.

But then there arose this further question, whether, assuming that unseaworthiness was the cause of the loss, this excluded the proposition that perils of the sea were the cause of the loss. There is no doubt that theoretically it does not exclude it. There may be two proximate causes of an event; that is, two causes equally near in the sequence of events, equally special to the occasion, and equally predominant over other causes which may have conduced to it; *à fortiori* there might be two causes here: one a *sine quâ non*, that is, the unseaworthiness; the other a *causa causans*, that is, perils of the sea; the question was not whether the unseaworthiness had caused the loss, but whether there was an absence of those other causes which would ordinarily be reckoned as perils of the sea, that is, "the violent action of the elements," as distinguished from their ordinary action producing ordinary wear and tear in a seagoing ship. On this the court say that the ship, "however unseaworthy she may have originally been when leaving London, had crossed the North Sea twice, and was finally lost because she went ashore after contending with the winds and waves for some days;" and that to tell a jury this was not a loss by perils of the sea would have been a misdirection. The above quotations sufficiently indicate the nature of the case, for the somewhat complicated facts of which we refer to the report.

Reviews.

MAGISTRATES' LAW.

A Magisterial and Police Guide. By Henry C. Greenwood, Stipendiary Magistrate for the District of the Staffordshire Potteries, and Temple C. Martin, of the Southwark Police Court. Stevens & Haynes.

This handsome volume aims at presenting "a comprehensive magisterial handbook for the whole of England." It is prefaced by an introduction treating of proceedings before justices in indictable offences and summary matters, which is likely to be useful to the numerous gentlemen who, without the slightest knowledge of their duties, find themselves called upon to administer the law. It may be worth while to point out that the reference in this part of the work (p. 9) to section 35 of the Licensing Act, 1872 (search warrants for intoxicating liquors) should be altered to 37 & 38 Vict. c. 49, s. 17. The plan of the authors is to arrange alphabetically under separate heads the various subjects treated of. These appear to include the whole range of matters within the cognizance of magistrates, and we are bound to say that we have not detected the omission of any statutory provision we have looked for. But we cannot say that all the provisions relating to each head are to be found under it. It is difficult to see why the section of 2 & 3 Vict. c. 71, relating to oppressive distresses in the Metropolitan police district, should appear under "metropolitan police" instead of under "landlord and tenant."

As regards the arrangement of matter under each head, the idea of the authors is to place in the text the provisions of the statute law creating offences, and to throw into notes the sections relating to procedure, and the cases. This mode of arrangement seems to us excellent, and is well carried out. Another praisewothy feature of the work is that the sections of the statutes quoted in the text are generally given *verbatim*, and where they are summarized attention is drawn to the fact by the use of brackets; but the practice occasionally adopted of leaving out words from sections appears to us to be of rather doubtful expediency. Surely instead of abridging in this way (on p. 364) the section (10) of the Licensing Act of last session relating to the *bonâ fide* traveller, it would have been more advisable to have gained room by omitting some of the irrelevant matter of the book, such, for instance, as the summary of the provisions, other than sections 31, 43, of the recent Building Societies Act, the connection of some of which with the jurisdiction of magistrates is not very obvious.

As to the care with which the work has been executed, a somewhat minute examination of three or four of the divisions enables us to speak, on the whole, favourably. But the head relating to "intoxicating liquors" needs some revision. On the very first page (351) we come upon the statement in a note—"An alehouse keeper may, by virtue of his ordinary license, sell beer in booths at any lawful fair; it is not necessary to get a special license (*Hayward* v. *Holland*)"—a note which it is charitable to suppose was written and printed before section 18 of the Act of last session had altered this rule, but which certainly ought either to have been omitted or amended by inserting a reference to that section. We observe also that in the summary of the provisions of section 72 of the Act of 1872, a reference to *Hayward* v. *Holland* is appended in a note to the exception of "special occasions in pursuance of the provisions in that behalf enacted," apparently under the impression that the exception referred to in that case is still in full force. A list of the petty sessional divisions in England and Wales is given at the end of the book; but, judging from some omissions we have discovered, it seems, at least as regards the places where petty sessions are held, to be far from complete.

LORD ROMILLY.

A judge who for more than twenty years occupied the seat of Sir William Grant ought not to be allowed to pass from among us without some attempt being made in these columns to estimate the nature and extent of his services. Lord Romilly has not, perhaps, left his mark very deeply upon equity jurisprudence. His grasp of legal principle was not always firm, and he was occasionally betrayed into decisions—such, for instance, as the rather famous one in *Erskine* v. *Adeane*—which gave lawyers the impression that if his lordship was right the very foundation of their knowledge in a particular branch of law was shaken. But against these instances of erroneous decisions there must be set many cases, such as the leading case of *Edwards* v. *Edwards*, in which he laid down rules that ever since have governed the court, and cases such as *Hoghton* v. *Hoghton*, in which he clearly defined the limits of equitable doctrines and principles. Nor can the profession forget the constant diligence and expedition with which he transacted his judicial work, his common-sense way of looking at matters, and his admirable demeanour on the bench. In his relations with the bar few judges have been more successful; and when, on the day of his retirement, Sir Richard Baggallay expressed the good wishes of that body, the feeling manifested was such as has probably seldom been witnessed in the equity courts. His treatment of those who came before him in chambers was equally distinguished by uniform patience and courtesy. As to the way in which Lord Romilly discharged his non-judicial duties as keeper of the public records, there can be no two opinions. He revolutionized the departments under his control. During his tenure of office the new Rolls Office was built, and great progress

was made in calendaring the State papers. His appointments of editors, &c., were judicious, and the service he has rendered in this department will not soon be forgotten in the literary world.

Lord Romilly's life was not eventful. He was born in 1802, and was educated at Westminster, and at Trinity College, Cambridge, where he obtained the position of a wrangler, and graduated as M.A., in 1826. In 1827 he was called to the bar at Gray's Inn, and selected the same department of practice as his father. His name, aided by his own merits and perseverance, soon brought him a steady flow of business. On the passing of the Reform Bill he was (though a barrister of only five years' standing) elected M.P. for the borough of Bridport in the Liberal interest, but at the next general election (in 1835) he was defeated by the late Mr. Horace Twiss, Q.C., by the small majority of eight votes, and he then remained out of the House of Commons for eleven years. During this interval he rose very quickly in his profession, obtained a silk gown, and began to be looked upon as one of the leading members of the equity bar. In the early part of 1846 he again contested Bridport, but without immediate success, Mr. Baillie Cochrane being elected by a small majority; but after a petition and scrutiny the seat was awarded to Mr. Romilly. He did not, however, long retain his connection with Bridport, for at the general election in the following year he was returned for Devonport. In April, 1848, Sir David Dundas exchanged the Solicitor-Generalship for the more distinguished but less lucrative position of Judge-Advocate-General, and was succeeded by Mr. Romilly, who was thereupon knighted. In July, 1850, he succeeded Sir John Jervis (who had taken Lord Truro's place as Chief Justice of the Common Pleas) in the office of Attorney-General. In the latter capacity his official career was but a short one, since in the following March, upon the death of Lord Langdale, he was appointed Master of the Rolls. Owing to the shortness of his term of office as a law officer his name is associated with few important legal measures, passed about this time, though the Leases under Powers Relief Acts (12 & 13 Vict. c. 26, and 13 & 14 Vict. c. 17) were prepared by him, and he also rendered important service to the Government in the passing of the Irish Incumbered Estates Act. He was re-elected for Devonport on his appointment both as Solicitor-General and as Attorney-General, and again, on his being raised to the bench, but he was defeated at the general election of 1852, and was never afterwards a candidate for a seat in the House of Commons. It will be remembered that the Master of the Rolls is the only judge not disqualified from sitting in Parliament (though this state of things will be altered by the Judicature Act), and that a bill for the removal of this apparent anomaly was defeated through an eloquent speech by Lord Macaulay. At a later period, however, Sir John Romilly was solicited to become a candidate for the University of London in the event of representation being accorded to that body (he having been one of its original promoters and supporters), and it is believed that he gave a favourable answer to a requisition on the subject, but before the opportunity of becoming a candidate arrived he had been made a member of the Upper House.

In 1866 he was raised to the peerage, and selected the title of Baron Romilly, of Barry, in the county of Glamorganshire. He did not, however, take a very active part in the debates of the House of Lords. In 1873, after twenty-three years' service on the bench, he retired on a pension, and was succeeded by Sir George Jessel. He was not, however, destined to enjoy any absolute leisure, for upon the death of Lord Westbury in July, 1873, he was appointed by Lord Selborne to complete the European Assurance Arbitration. Unfortunately he was unable, during a year and a half, to deal with all the complications of the subject; and his extreme anxiety to decide fairly induced him to reconsider and reverse some of Lord Westbury's decisions, so that, unless legislation takes place on the subject, his successor will have some trouble in arriving at a rule of decision. Lord Romilly had been for some time in weak health, but his condition caused no alarm until a few days before his death.

*SOLICITORS' REMUNERATION.**

THE rules by which the remuneration of solicitors is governed present many remarkable features, and may be regarded in great measure as anachronisms.

The system is undoubtedly of ancient date, and almost of necessity unsuited to the present day. It differs from all other known systems of remuneration, and is at once cumbrous and intricate; like the law itself, abounding in fictions, and the source of much needless trouble and expense.

In theory a solicitor is only entitled to charge what a taxing-master would allow if the bill were submitted to him, while the solicitor is expected to furnish, in most instances at his own expense, a detailed bill, often running to enormous length, because it contains (as it is required to contain) a minute historical account of the entire transaction; the *strict* allowance in many cases could be shown to be ridiculously inadequate. An instance will be mentioned presently.

The remuneration for the solicitors' *time* employed is extremely meagre—there is a tradition that the true allowance is at the rate of 6s. 8d. an hour. The old notion (which still lingers about us) is that the solicitor should be paid almost exclusively with reference to the paper covered with ink by himself or those employed by him. This has necessarily tended much to prolixity, and in the days when tautology and prolixity were the rule, the solicitor had little reason to complain. But a new method now obtains; deeds, briefs, and affidavits are prepared much more concisely than formerly; pleadings are abridged in length; and the substitution of printing for writing in the latter has tended greatly to reduce a former source of profit. The allowance for attendances and for time occupied in journeys remains ostensibly what it was sixty years ago, whilst the fee of 6s. 8d. was fixed some centuries back, and was represented by a gold coin called a noble, for which a sovereign would in the present day afford a poor equivalent.

It is true that successive orders of court have in name enlarged the discretion of the taxing masters in regard to allowances for skill and responsibility; but it is notorious that this discretion is very sparingly exercised, and the solicitors find that one source of profit (a *mischievous* one, we must admit) has been done away with, without any corresponding addition in other ways, although the expenses of a professional establishment and the cost of living have largely increased.

A late member of the Council of this society, too early snatched from us by the hand of death, used to tell an amusing story of an incident which occurred to him when at the height of his busy and useful career. While staying at the seaside during a long vacation, he received a visit from a gentleman who had been an occasional client, who was most anxious to consult him upon a matter of much urgency and of grave importance, involving difficult questions of commercial law. The practitioner made it a rule to abstain from all business while enjoying his holiday, and at first declined to go into the matter, referring him to his partner in London. Yielding at length to the importunity of his client, he consented to hear him. The narrative and the examination of papers spoilt a fine afternoon, which could have been more agreeably spent, and the lawyer lay awake half the night considering how the client's interests could be best dealt with. The conclusion was, that a letter should be written, the form of which he drew up and handed next morning to the client. A month after, the latter, overflowing with gratitude, called upon the practitioner and told him that his advice and suggestions had proved perfectly successful, and had saved him from great loss, if not from ruin, and inquired in how much he was indebted. The answer was: "The charge I am strictly entitled to make is 13s. 4d. for an attendance and 5s. for a letter." The client very properly left behind him a cheque for twenty guineas; but it is very questionable whether more than one could have been recovered in an action.

* A paper read at the first annual provincial meeting of the Incorporated Law Society at Leeds, October, 1874, by F. HALSEY JANSON, Member of the Council of the Society.

In no other profession does this singular state of things prevail. The medical man, the surveyor, the architect, makes his charges with reference to his own view of the value of his services; the adjustment is left to the action of public opinion and the willingness of the employer to continue his patronage, or, in flagrant cases, the *ultima ratio* of a jury, and no inconvenient consequences ensue. Why should it not be so with the solicitor? As matters now stand the practitioner of the largest experience and the highest reputation is only permitted to make the same charge as the youthful aspirant for business who was admitted yesterday, and perhaps only passed his examination by the questionable tender-heartedness of the examiners. One uniform standard is adopted; and the man of ability and integrity finds his remuneration cut down in order that the greedy and dishonest practitioner may not victimise those who have the misfortune to be his clients.

Bargains for reducing solicitors' fees in small transactions are by no means uncommon, while there are few, if any, of the converse class. It is notorious that much professional work is done for persons of small means without any charge, and that the bulk of conveyancing transactions (those of small amount) are carried through at fees below—often much below—those which would be allowed on taxation. The existing state of things is therefore altogether one-sided.

In addressing an assemblage of solicitors, it is unnecessary to dwell upon the injurious delays that are often interposed to the final settlement of matters in Chancery, through the necessity of submitting to the taxing master all bills of costs to be paid out of funds brought within the jurisdiction of the court; delays often entailing serious loss, not to say distress, to the client, who, perhaps, not inexcusably, imputes a part of the blame to the practitioner; nor upon the opportunities it affords to dishonest solicitors to postpone the enforcement of just claims upon them, and to evade for a time the punishment which ultimately awaits them. Trustees are almost always placed in an unfair possition in discharging the bills of the solicitors whom they employ, as they have, in strictness, no discretion to pay more than would be allowed on a taxation, which they would shrink from demanding, though, in a certain sense, necessary for their protection.

It is the opinion of some, whose judgment is entitled to weight, that the not very intelligible distinction between "party and party costs," and "costs as between solicitor and client," has a prejudicial influence on the question; for although a solicitor's bill on his own client is always taxed on the more liberal scale, yet the existence of another scale of a more rigid character tends to produce in the taxing master a habit of mind unfavourable to broad and considerate views. The existence of two different scales does not seem to be defensible. The principle on which costs are given in contentious cases is to remunerate the successful party for the expenses he has been put to in recovering a just or in resisting an unrighteous claim; but this is very imperfectly effected if he only obtains those costs which are allowed as between "party and party"—and these are all that a plaintiff or defendant can ever look for at common law—while it places the professional man in an unpleasant, and it may be said false, position; for in claiming the extra costs from his client he appears to be asking for something to which, in the opinion of the most competent and impartial judge in such matters, he is not entitled.

There is reason to believe that persons high in authority are prepared to recommend a great alteration in the system of allowance, not only as between litigant parties, but as between solicitors and their clients in *all* classes of business; and it certainly does seem to concern our body to make the most of any opportunity that offers to procure a revisal of the present regulations. Changes that seem impending in regard to the system of conveyancing render this more than ever important to our body.

But in what way is the desired improvement to be effected? On this opinions may be expected to differ considerably.

My own suggestion would be:—

1. To abrogate all power on the part of the client to have his own solicitor's bill referred to a taxing master as a matter of course, or indeed, except under a special order of a judge, after adequate cause shown.

2. To legalize all contracts between solicitor and client, subject to the revisal, not of a taxing officer, but of one of the judges, who would, it may be presumed, feel himself less bound by traditional rules than an officer of the court.

3. To extend the discretion of the taxing master in all cases, whether contentious or not, enjoining (rather than just permitting) him to take into account the skill displayed, the outlay incurred, and the value of the services performed in the widest and most general sense.

4. And last, but not least, the extension of the *ad valorem* principle, as far as possible, to all classes of business, not excluding contentious business.

At present the only suggestions that have been made public for the application of this principle are limited to sales and mortgages. I fail to see any reason why it should not be made applicable to settlements, wills, and leases, and, indeed, to suits and actions, by means of substantial allowances for instructions at different stages of the proceedings, and, perhaps, increased term fees. We might, I think, borrow with advantage from the Scotch system, which I believe applies the *ad valorem* principle, conjointly with the allowance by length and for time.

The change suggested would, according to Mr. Edward Karslake's view, tend to aid the progress of Law Reform. In his forcible letter to the present—and then—Lord Chancellor, written in 1867, after observing that if clients insisted on deeds being prepared in the most concise form possible, the scale of remuneration remaining unaltered, practitioners must work for nothing, he goes on to say "that the most beneficial enactment can have but very partial success if it interferes with professional remuneration." See also some very pertinent observations to the same effect in Mr. Joshua Williams' "Treatise on the Law of Real Property," eighth edition, page 190.

I do not imagine that I have at all exhausted the subject, or that these suggestions contain, by any means, the best and most effectual remedies that may be found, and I am aware that I have not dealt with the important question of allowances to solicitors in county court cases, which are manifestly inadequate, or with the anomalies that exist (*inter alia* the re-taxation by the Treasury of bills already taxed) in reference to allowances for witnesses on prosecutions, these being matters with which I am not familiar. My object is to draw attention to the subject, at what appears to be an important as well as a favourable juncture, and to provoke discussion upon it among ourselves and our brethren throughout the profession. Collision of opinion cannot fail to be of utility, and I hope we shall not separate without appointing a large and influential committee from members of this society, to ascertain the views of the profession, and to frame recommendations which, when approved by the council, may be submitted to the proper authorities, and we may hope may form the basis of a new and more satisfactory system.

It is not often, says the *Albany Law Journal*, that judges are to be complimented for the mildness of the expression of their opinions, but here is an English judge in the Exchequer Chamber who, in a recent case, after referring to several cases, used the following language:—"It is, I think, too much to say that these cases *clearly settle* the point. Instead of saying that these cases clearly settle that the law is as my brother Channell says, I only say I *think* them authorities to that effect, and that I *think* such is the law." In the course of his opinion the same judge uses the phrase "I think," or an equivalent expression, more than a score of times. It is so rare in judicial opinions to find any but the most direct and positive forms of assertion or negation of legal principles and inferences that the language of the English judge referred to is as novel as it is refreshing. There is a time to be positive and arbitrary, and a time to acknowledge that one's views are simply the result of his own research and reflection. But inasmuch as judicial opinions are "opinions," it may be that judges usually deem it unnecessary to modify their propositions by such phrases as "I think," or "it seems to me." For what the court "thinks" to be the law must be accepted as law.

Notes.

THE POWERS AND FUNCTIONS of the somewhat obscure body known as the *Conseil de Prud'hommes* has lately received an illustration in a case reported in the *Annales de la Propriété Industrielle*, vol. 20, p. 228. It seems that this body at Lyons is regulated by a law passed in 1806, under which, according to its interpretation in the case in question, the objects and function of the institution were merely to arrange or determine disputes between manufacturers and their workmen, between foremen, workmen, and apprentices; but not to enter upon or adjudge disputes arising between different manufacturers. It was however conceded that beyond this they had by the same law certain powers in cases of enticing away workmen and of frauds committed in the manufacture of goods, and that in respect of these they had powers of search and seizure. Further, they were entrusted by the same law with the duty of keeping the register of designs, and of preserving the patterns which are required to be deposited at the time of registration in order to secure to their inventors the right of exclusive manufacture. The *Prud'hommes*, however, seem to have acted on the maxim *est boni judicis ampliare jurisdictionem*, and in several instances to have usurped the function, which belongs to the Chambers of Commerce, of adjudicating upon alleged infringements of the property in designs, and of making seizures of the goods in respect of which that infringement was alleged. In the present case the *Prud'hommes* of St. Etienne had thus intervened at the suit of a manufacturer, who alleged that his property in a design had been infringed; but the Chamber of Commerce, whose decision was affirmed by the Civil Court of Lyons, set aside the proceedings as illegal and without jurisdiction, holding that the functions of the *Prud'hommes* were limited as above described, and observing that the power of seizing goods ought only to be exercised by a tribunal which had the power of requiring an indemnity from the person obtaining the seizure to the person against whose goods it was practised (a power not possessed by the *Prud'hommes*), and that any power of seizure which they possessed must be strictly limited to the purposes named in the law by which it was conferred.

The further progress of this cause, as reported at page 257, illustrates a curious point in the French law as to registered designs. It appears that the law requires the *Prud'hommes* to give to the person registering a design a certificate stating the number of the deposited packet, and the date of the deposit; and further requires the person registering it to declare at the time of registration whether he reserves the exclusive property for one, three, or five years, or in perpetuity. Upon this it was contended, first, that as no such certificate had been applied for or delivered, the right had not been acquired: but the court found no difficulty in holding that the delivery of a certificate was not necessary to the acquisition of the right. But, secondly, the alleged proprietor of the design had, in fact, declared that he reserved the exclusive right for *nine* years, and it was contended that he had not complied with the law, which only permitted a reservation for one, three, or five years, or in perpetuity. Upon this the court had considerable doubt whether the periods mentioned in the law (for the fixing of which no reason could be discovered) were anything more than illustrations, but they finally decided (upon various analogies in the law by which a disposition of property or a contract made in excess of what the law allows stands good for such a period or amount as is lawful) that a reservation for nine years was at any rate good for the lesser period of five years which the law mentioned.

THE MILITARY TRIBUNAL, which has sat so long at Versailles to pass sentence on those who took part in the Commune, was occupied a few days ago with the case of the judges of the tribunal established by the Commune at Paris. It appears that this court was composed of four members, and the *Gazette des Tribunaux* furnishes some details which may be of service to the future historian, with reference to the rather brief careers of these judicial personages. The president was the Citizen Woncken. He succeeded in evading the search of the police, and died in 1872. The other members of the court were the Citizens Aubry, Leloup, and Flamet. Aubry was a young man of twenty-five years, who before the insurrection was a student in the school of law. He filled the post of *juge d'instruction* under the Commune, but his official duties in that capacity do not appear to have been overwhelming. He had, in fact, it is stated, but one case before him, that of M. Raoul de Tryon de Montalembert. Leloup, one of the other judges, was formerly *sous-préfet* of Limoux, and his conduct in that office is stated by his enemies to have given rise to some scandal. Of his proceedings during his brief tenure of judicial office in Paris nothing is said. Considering the keen and unremitting search which has been made for every one implicated in the Communal insurrection, it is remarkable that this man should have so long escaped notice. After the suppression of the Commune he retired to Brest, where he actually conducted a journal for nearly two years. Of Flamet, the remaining member of the Communal tribunal, little appears to be known, except that, before his appointment as judge, he was a member of the central *Union Républicaine*, and in that capacity signed several rather grandiloquent manifestoes addressed to the departments. The *Conseille de Guerre* sentenced the three living ex-judges (who have not yet been captured) to terms of compulsory labour and imprisonment.

A MEDICO-LEGAL SOCIETY has been established at New York, intended to advance the interests of medical jurisprudence, and to carry out the same sort of work as the *Société Medico-Légale de Paris*. The president, Mr. Clark Bell, in his inaugural address, draws a picture of a happy period when there shall be no more differing doctors. "Medical jurisprudence," he says, "on its medical side especially, is full of specialties. The medical expert should be a specialist in the widest, broadest, best sense of that term. The more learned he really is, the more careful, thorough, complete, and comprehensive will be his examination of a subject. His analysis should be fundamental. If we are to deal in opinions only, the opinion of such a witness is valuable; but the more profound the expert the less we shall have of his mere opinions. He will presently deal only in facts. Has he found certainly the truth? Is it certain, absolute, demonstrable? He then can speak, and convincingly. Is he groping in the case, as one in the dark? Does one set of symptons indicate this, another that? Is he in doubt, or does he balance facts and weigh them and attempt to offset them, the one against the other? Then we have only doubt; and if opinions are the result, why should they not differ, as men always will differ? I know, of course, the rule established in our courts, under which, in certain cases, the opinion of experts upon a given statement of facts is permitted to be given; but the whole spirit and philosophy of the law is tending to establish this class of legal evidence on a more solid and substantial basis, and to make it a means of arriving at truth, and to aggregate facts, rather than to cloud and embarrass a case in the mazes and uncertainties of the diverse and contradictory opinions of medical men."

IN A CASE of *Titus* v. *United States* the Supreme Court of the United States had recently to decide on the construction of an Act passed in 1861 giving informers an interest in property of rebels confiscated through their instrumentality. The plaintiff took proceedings to enforce his rights as an informer in respect to certain lands in Bibb county, Georgia, which had been conveyed by will to the Confederate States to aid the cause of the rebellion; but the court, affirming the decision of the Georgia Circuit Court, held that, as the land had already become by conquest the property of the United States, and required no legal process to make it such, no person could claim as an informer in respect of it, and that the Act of 1861 relating to informers was clearly intended to apply to private, not to public property; to such property of persons as required under the laws of war a judicial sentence of condemnation to divest the title of its owner, not such property of a hostile government as had already been captured by the army and subjected to the complete and undisputed ownership of the conquering power.

General Correspondence.

The General School of Law.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The comparative leisure of the Christmas holidays has afforded me an opportunity of reading the Bill for a school of law presented by Lord Selborne, and which I understand will probably be brought forward again in the ensuing session. The intention of this Bill is, as every one knows, to regulate the education of all who wish to become either barristers or solicitors. I think I am not mistaken in saying that we were told, when this subject was discussed at a general meeting of the Incorporated Law Society, that about 200 students are annually called to the bar and 500 students are annually admitted to be solicitors.

This being the case, it is most extraordinary to find that the constitution of the new school of law is such as to throw all power into the hands of the bar. The arrangements are so one-sided that I wonder they have not elicited a chorus of disapprobation from the profession generally. I can only attribute this apathy to ignorance of the details of the Bill, as lawyers rarely read Bills before they become Acts of Parliament, and proverbially attend to the business of all the world before their own.

Now the governing body of the school of law is to consist of thirty-nine persons, of whom only twelve are to be solicitors. This state of things is scarcely credible when it is remembered that five-sevenths of the students of this school are to be educated for our branch of the profession; yet it is an undoubted fact.

It is an axiom in all British institutions that taxation and representation should go hand in hand and bear a proportion to each other. In this Bill this elementary principle is not only disregarded but reversed. The payment of five-sevenths of the fees only entitles solicitors to four-thirteenths of representation in the governing body.

This flagrant inequality is disguised from the casual reader by the creation of *ex-officio* members—ten of whom are to be appointed by the Crown and six of the remaining eight are to be the chiefs of the three courts, the Master of the Rolls, the Attorney-General, and the Solicitor-General. These members, if not all actually barristers, are nevertheless so closely connected with the bar that they will, of course, on all class questions, outvote the solicitors on the governing body. It needs no fertile imagination to suggest instances where it would be of the greatest importance to our profession that solicitors should have at least equal weight with the rest of the governing body.

There are other matters in the Bill well worthy of the consideration of all solicitors, but I refrain from touching upon them as I fear I have already trespassed unduly on your columns. I will only add that I hope most earnestly that, not only the Council of the Incorporated Law Society, but the whole profession, will exert itself to prevent the gross injustice which I have referred to above.

SOLICITOR.

Dec. 29, 1874.

Delay in Taxation.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It used to be said that the delays in law were in Chancery matters; I think, however, the tables are now completely turned, as will be seen from the accompanying statement, which can be verified.

A small bill of costs of about six pages was ordered to be taxed in one of the common law courts. First appointment given for 4th November, a few minutes occupied, and then adjourned to the 13th November. Then as a portion of this small bill related to bankruptcy, it was referred to the master of that court. The first appointment that could be obtained before him was for the 10th December. He referred it back to the common law master for him to finish his portion of the bill. This latter gentleman has fixed the 5th January, 1875, to complete the taxation, which now consists of about one page and a half.

Certainly the hours during which taxations can be proceeded with are not long—11 to 2 in long vacation—11 to 3 at most other times—that is, when the masters are not elsewhere, and are free from other work.

"Waiting to be Taxed."

AFFIDAVIT UNDER THE TRUSTEE RELIEF ACT.

The new Chancery Funds Rules contain the following rule as to the affidavit on paying money into court:—

34. A trustee or other person desiring to pay money or transfer securities into, or to deposit securities in, court, under the Act 10 & 11 Vict. c. 96, shall file an affidavit, entitled in the matter of the same Act, and in the matter of the trust, and setting forth—

(1.) His own name and address.

(2.) The place where he is to be served with any petition, summons, or order, or with notice of any proceeding relating to such money or securities.

(3.) The amount of money and description and amount of securities which he proposes to pay or transfer into, or deposit in, court, and the credit to which he wishes it to be placed; and if such money or securities are chargeable with legacy or succession duty, a statement whether such duty or any part thereof has or has not been paid.

(4.) A short description of the trust, and of the instrument creating it.

(5.) The names of the persons interested in or entitled to the money or securities, and their places of residence, to the best of his knowledge and belief.

(6.) His submission to answer all such inquiries relating to the application of the money or securities paid or transferred into, or deposited in, court under the same Act, as the court or judge may make or direct.

(7.) A statement whether the money so to be paid into court, or the dividends on the securities so to be transferred into, or deposited in, court, and all accumulations of dividends thereon, are desired to be invested in Consolidated £3 per Centum Annuities, or Reduced £3 per Cent. Annuities, or New £3 per Cent. Annuities, or whether it is deemed unnecessary so to invest the same or to place the same on deposit.

The Chancery Paymaster, on production of an office copy of any such affidavit, shall give the necessary directions for such payment, transfer, or deposit to the account of the particular trust mentioned in the affidavit.

The regulations contained in the General Order of the court of the 16th day of May, 1862, for the printing of affidavits to be used on the hearing of a cause, shall be applicable to affidavits filed under this rule, and the Chancery Paymaster shall not act upon an office copy of any such affidavit, filed after the commencement of these Rules, which is not so printed.—(Cons. Order 41, rules 1 and 2 amended.)

THE IRISH CHANCERY APPEAL COURT.

On the last sitting of the Commissioners of the Great Seal in Ireland, Lord Justice Christian took occasion to say:—If I were sitting alone and were hearing this case in the first instance, I believe that I should send it to a trial at law. But I am sitting now with an advantage, the preciousness of which no one can realize but one who has like me for long years suffered from the want of it,—the advantage of being associated with colleagues whose judgment, whose knowledge, whose conversance with the affairs of this court, and exclusive devotion of their time to them, I can so respect that when I find them agreeing with me I am encouraged, so when I find them differing from me I am instantly held in check. I have found this since the present admirable constitution of this court—I say advisedly, and I am happy to take this the last opportunity of saying it, the present admirable constitution of this court, headless though it be—a headless constitution as, with exquisite appropriateness of time and place and circumstances, it has lately been called by one who seldom stops to measure his phrases by his knowledge of whatever subject he may take a fancy to declare about—I have great pleasure in informing the very eminent legal personage, as he has been good enough to concern himself about us, that the Court of Chancery in Ireland is now and has been for the last nine months of this year under very excellent headship and leadership indeed, and in particular as to this, its upper branch, the Court of Appeal in Chancery,—let me remind our censor, the first and most exalted, without a single exception, among all the courts within this realm, as the court must needs be which hears appeals from the Court

of the Lord Chancellor himself when we had the felicity to possess one. Never since it was founded has it been better headed, better guided, better led, smoother in working, more harmonious in mutual help and co-op ration, more efficient in every way for transacting the public business, than it has been during the last three terms of the present year, and I may say so much for it as no share in the credit of it is due to myself. And if I am asked where lies the difference between formerly and now, I answer it is the old difference, the one so unhappily familiar to us in Ireland—the difference between those who, being judges indeed, can be content with being nothing else, and those who are party politicians first and judges afterwards. I will add one word more with that contrast before us, and with the experience which recent times have given us, of what the politico-judicial mixture really means here in Ireland. I shall be to the last incredulous, I shall refuse to believe it till I see it, that any measure assuming to be a great reform of the Irish Judicature shall pass both Houses of Parliament which shall not provide for the dissolution at some not distant day of that ill-starred and most pernicious union under which the claims of party service are seen competing with those of official duty upon the time, the energies, and the impartiality of the judge."

Obituary.

MR. CHARLES AUSTIN, Q.C.

Mr. Charles Austin, Q.C., died at his country house, Brandeston Hall, Wickham Market, Suffolk, on the 21st ult., at the age of 75. The deceased was the second son of Mr. Jonathan Austin, of Ipswich, and the younger brother of Mr. John Austin, the author of the "Lectures on Jurisprudence." Mr. Charles Austin was born in 1799, and was educated at Bury St. Edmund's School. He was first placed in a merchant's counting-house, at Ipswich, but, evincing great distaste for a mercantile life, he afterwards proceeded to Jesus College, Cambridge, where he graduated as B.A. in 1824, and as M.A. in 1827. His name does not appear in either the Classical or the Mathematical Tripos, but in 1824 he obtained the Hulsean Prize. As a young man he was identified with the party known as the "Philosophical Radicals," who derived their inspiration from Bentham and the elder Mill, and of whom John Stuart Mill and George Grote were the most distinguished representatives. Both the Austins were among the earliest contributors to the *Westminster Review*. Mr. Austin had been for some time designated for the medical profession, but feeling a strong prepossession in favour of the law he was (after being a pupil of the late Sir William Follett) called to the bar at the Middle Temple in 1827. He selected the Norfolk Circuit (which his brother John had attended) and the Norfolk and Suffolk Sessions. His introduction to business came early, and he rose very quickly in his profession. He was for several years Recorder of Rye and Hastings. In 1841 he obtained a silk gown, and shortly afterwards relinquished the common law bar for the more profitable sphere of Parliamentary Committees, where (in the memorable days of the railway mania) he made one of the largest fortunes recorded in the traditions of the bar. He was thus enabled to retire from active labour at a comparatively early age; and having bought an estate in his native county he settled down to the pursuits of a country gentleman, devoting himself most thoroughly to all local and county interests. He was a bencher of the Middle Temple, High Steward of the Borough of Ipswich, a Magistrate for Suffolk, and Chairman of Quarter Sessions for the Eastern Division of the county, in which last capacity his long professional experience made his services most valuable. Mr. Austin was married in 1856 to Harriet Jane, daughter of the late Captain Ralph Mitford Preston Ingilby, and niece of the Rev. Sir Henry Ingilby, Baronet, of Ripley Castle, Yorkshire.

MR. JOHN YOUNG.

We regret to record the death, on the 5th ult., of this widely-known and esteemed member of the profession. Mr. Young was a son of Admiral Young, and was born in the year 1805. After his admission as an attorney, in 1826, he became a partner in the firm of Desborough, Young, & Desborough, and retained his connection with that firm until 1864, when he became the head of the firm of Young, Maples, Teesdale, & Young, and undertook the almost exclusive charge of the legal business of the Great Western Railway, to which that firm were appointed solicitors. In 1865 a great sorrow befell Mr. Young in the death of his only son, who was one of his partners, and a most promising member of the profession. It can hardly be doubted that this loss gave a shock to what was a wonderfully vigorous constitution. Still Mr. Young never relaxed his public or private labours, which were of no light description. Besides all his professional engagements he was one of the directors of the Law Life Assurance Society; he acted as secretary and treasurer of the City Law Club, and he was also clerk to the Shipwrights' Company. In 1858-9 he was president of the Incorporated Law Society, and since 1848 he has served as a member of the council. His brethren on the council have recently placed on record their sense of the value of his services in a resolution which expresses, better than any language we can use, the impression left upon those who knew him well. "They can now only, after fifteen years' added experience of their late colleague, further record their unaltered appreciation of his good and great qualities as a man, as a member of the profession which he adorned, and as a colleague; and their deep sense of the loss which his sudden removal has occasioned. Endowed with far more than ordinary abilities, with great quickness of perception, and with eloquence seldom surpassed, his powers were so controlled in their honest and unfearing exercise by his undeviating courtesy and good nature, that he has closed a long and active life without an enemy, in full possession of the affectionate respect, not only of this council and a large circle of friends, but also very generally of those amongst whom his lot was cast." Mr. Young was a member of the Courts of Justice Commission in 1866, and exerted himself greatly to secure the selection of the Carey-street site for the new law courts. He was also, we believe, at the head of the members of the council of the Incorporated Law Society who were deputed to give evidence before the Judicature Commission; and in the midst of all these engagements he found time to take a leading part in politics at Greenwich, near which place he resided.

Mr. Young was a sound lawyer, and a very effective speaker. His fine presence gave increased effect to his really able, and occasionally even eloquent, addresses. He was also a man of much literary culture and taste. No notice of him would be complete which omitted to mention his celebrated collection of autographs, which was exhibited at a *conversazione* of the Incorporated Law Society in 1861, and, it is to be hoped, may be secured for the nation. Mr. Young, we believe, has left a widow and one daughter.

Appointments, Etc.

Mr. THOMAS CAMPBELL FOSTER, barrister-at-law, has been appointed Recorder of Warwick, in succession to Mr. William Cole Beasley, who is now Recorder of Hull. Mr. Foster was called to the bar at the Middle Temple in Hilary Term, 1846, and joined the Northern Circuit, and West Riding of Yorkshire Sessions. Since Yorkshire was transferred to the Midland Circuit he has continued to attend the assizes in that county, though practising at the other assize towns on his old circuit. He was formerly for many years on the legal staff of the *Times*, and was the author of a series of "Letters on the Condition of the People of Ireland," published in that journal, and afterwards in a separate form. He is the author of a treatise on the Writ of *Scire Facias*, and in conjunction with Mr. William Francis Finlason, he has published a series of four volumes of *Nisi Prius* Reports.

Mr. WILLIAM COOPER, barrister-at-law, succeeds Mr. Metcalfe, Q.C., as Recorder of Ipswich. Mr. Cooper was called to the bar at Lincoln's-inn in Trinity Term, 1831, and attends the Norfolk Circuit. He is the senior member of the bar at the Central Criminal Court and Middlesex Sessions, and prosecuting counsel for the Commissioners

of Metropolitan Police. He is also a Revising Barrister on the Norfolk Circuit.

Mr. FREDERICK HILL, solicitor, of 30, Queen-street, Cheapside, has been appointed by the Alderman Ward Clerk of Queenhithe, in succession to his father, Mr. Henry Hill. Mr. Frederick Hill has also been appointed a London Commissioner for taking affidavits.

Mr. EDWARD SMITH, solicitor, of 173, Fenchurch-street, has been appointed a Commissioner to administer Oaths in the Court of Common Pleas.

The Right Hon. JOHN THOMAS BALL, LL.D., D.C.L., Q.C., M.P., the Irish Attorney-General, who has been appointed Lord Chancellor of Ireland, is the son of the late Major Benjamin Marcus Ball, of the 40th Foot. He was born in 1815, and is married to the daughter of the late Rev. Charles Elrington, D.D., Regius Professor of Divinity in the University of Dublin. He was educated at Trinity College, Dublin, where he graduated as B A. in 1836, as LL.B. in 1841, and as LL.D. in 1844, and he also obtained a Fellowship. He was called to the Irish bar in 1840, and has practised chiefly in the Chancery and Ecclesiastical Courts. He was made a Queen's Counsel in 1854, and was for some time judge of the Provincial Court of Armagh. Dr. Ball was an Irish law officer during the latter part of Mr. Disraeli's last tenure of office, having been successively Solicitor-General and Attorney-General in the autumn of 1868. On his appointment to the latter office he was sworn in a member of the Irish Privy Council. In December of the same year he was returned, without opposition, for the University of Dublin, in the Conservative interest, which constituency he had contested unsuccessfully in 1865. Although immediately after the meeting of Parliament he retired, with his party, from office, he soon attained a high rank in the House of Commons as a debater, and took a leading part in opposing the measure for disestablishing the Irish Church, and in the discussions on the Irish Land and University Bills. In 1870 he received the honorary degree of D C.L. from the University of Oxford. He is a bencher of the King's Inns, Dublin, Queen's Advocate for Ireland, Vicar-General of the Province of Armagh, and a member of the representative body of the Irish Church.

Mr. HENRY ORMSBY, Q.C., the Irish Solicitor-General, who succeeds Dr. Ball as Attorney-General for Ireland, was called to the Irish bar in 1835, and became a Queen's Counsel in 1858. On the formation of the present ministry he became Solicitor-General for Ireland, but he has never had a seat in the House of Commons.

The Hon. DAVID ROBERT PLUNKETT, Q.C., M.P., who succeeds Mr. Ormsby as Solicitor-General for Ireland, is the grandson of the first Lord Plunkett, the Lord Chancellor of Ireland, being the third son of the third Lord Plunkett by the daughter of the late Right Hon. Charles Kendal Bushe, Lord Chief Justice of the Irish Court of Queen's Bench. He was born in 1838 and graduated at Trinity College, Dublin. He was called to the Irish bar in 1862, and joined the Munster Circuit, and in 1868 he became a Queen's Counsel. In the same year he was for a short time "Law adviser to the Castle at Dublin," and he has filled the office of Professor of Law at the King's Inns. In February, 1870, on the retirement of Mr. Lefroy, he was elected without opposition member for the University of Dublin in the Conservative interest. He has been a frequent and successful speaker in the House of Commons, and he is known to the literary world as author of a life of his eminent grandfather.

Legal Items.

The following singular scene is stated in the papers to have recently occurred in the Banbury County Court. Mr. Cooke, the judge, had a judgment summons before him, and he told the plaintiff, a leather-seller, named Marsh, that as he had not shown that the defendant had the means to pay he would not make an order. The judge added that members of the House of Commons had complained about County Court judges committing men to prison who could not pay; he was not going to be brought before the House of Commons for the plaintiff or any other man. The plaintiff said he wanted justice, and that the County Court was a mere mockery if he did not get it. For this remark Mr. Cooke fined the plaintiff forty shillings, and another forty shillings for putting his hat on before he left the court.

The following announcement appeared in the *Times* of Thursday:—"The death of Lord Romilly having caused a vacancy in the office of Arbitrator in the European Assurance Society Arbitration the appointment of a successor devolves, under the terms of the Act regulating the Arbitration, on the Lord Chancellor. The Arbitrator must, under the Act, be a person filling, or having filled, the office of a judge in one of the superior courts of law or equity in the United Kingdom, or who is a member of the Judicial Committee of the Privy Council. It is understood that representations have been made to the Lord Chancellor by some of those concerned in the conduct of the Arbitration with a view to the introduction of some statutory alterations in the arrangements, in consequence especially of the differences of decision between the two past Arbitrators. In these circumstances it is considered possible that the appointment of the immediate successor to Lord Lord Romilly may be merely *ad interim* and honorary, and for the purpose of a due continuance of the administrative business of the Arbitration."

The Legal Departments Commissioners have done a tardy act of justice to an official whom they described as "too aged to appear," and stated that "for many years he had not attended to his duties, and that these were in effect very light." The Commissioners now request the papers to say that, "through mistaken information, they have done serious injustice to a highly-deserving officer in that part of their Second Report (p. 37) which relates to the Usher of the Hall, Lincoln's-inn, who has charge of the Lord Chancellor's Courts and the offices connected therewith. As the best reparation it is in their power to make, the Commissioners desire to state that Mr. Keeble, the present Usher, is reported to them to be an extremely active and excellent officer, in the prime of life, who is never absent from his duties, which commence early in the morning and continue until after the court rises."

The *Chicago Legal News* quotes the following legal notice from the *Adair County Register* (Iowa):—

ISAAC N SILL vs F N COOKE } In the District Cort of Adar Co Iowa February Term 1875. Original Mrtice

To the above named Defendaute you are hereby notified that thare is now on file in the office of the Clerk of the District Cort of said County the petition of the Plaintiff asking that a writ of Replrvie nay be issued and put into the personal possession of a certin gray horse eight years old illegallally held by you and what is the property of said Plarntiff and asking for one hundred dollars Damages for the illegal detention thereof

and unless you appear thereto and defend before none of the first of the of the Febuary Tern 1875 of the District Cort aforesaid what will be held at Fontanelle Iowa on the 22th day of Feduary A D 18,75 youre defoult will be entered an Judgment rendered as praid therein.

Casey Clarion. Geo L Gow Atty for Plain

A correspondent of the *Manchester Guardian* asks why sales by auction of real property should continue to be held at night instead of during the day? "The custom is, I suppose, a remnant of the 'good old times,' when every business man lived in town, and was at his warehouse or office till nine or ten, when to attend a sale after tea and drink a glass or two of port was no great hardship, but rather a pleasant way of spending an hour to two. Now, however, all this sort of thing is changed. Everybody lives out of town, and leaves about four or five in the afternoon, and if one is wishful to attend a sale at seven (the hour most affected), he has to dawdle away in town his two or three hours he doesn't know how, or else has to leave his comfortable fireside after his dinner or tea, as the case may be, and the attraction requires to be very strong indeed to tempt a man a second time into town, this weather especially. Let some of our more spirited solicitors and auctioneers start with the new year with having their sales in business hours, say about noon, and I predict it will suit their purpose in having larger attendances of real buyers at their sales, and will be thankfully accepted by all buyers of prope rty."

Courts.

BANKRUPTCY.*

(Before Mr. Registrar MURRAY, sitting as Chief Judge.)

Dec. 9.—*Re Bedford.**

A trader, in June, 1874, filed a petition for liquidation by arrangement, and at the general meeting of creditors held in the same month resolutions were passed, to the effectthat a composition of nineteen shillings and elevenpence in the pound should be accepted, payable as follows:—Five shillings in six months from registration, five shillings in twelve months, five shillings in eighteen months, and four shillings and elevenpence in two years; that for securing the payment of the composition and for carrying the resolution into effect the debtor should execute a deed of inspectorship, and that promissorynotes to secure the payment of the composition should be handed by the debtor to the inspectors under the deed, as trustees for the several creditors.

The inspectorship deed contained a covenant by the debtor forthwith after the registration of the extraordinary resolution, to make and deliver to the inspectors promissory notes for the several instalments of the composition upon the debts provable under the petition.

The promissory notes not having been delivered to the inspectors accordance with the terms of the covenant, P., a creditor, in who had proved under the petition and signed the resolutions, commenced actions against the debtor on the 23rd of November, for the recovery of a debt due to him from the debtor prior to the presentation of the petition.

Upon an application by the inspectors and the debtor for an injunction to restrain proceedings in the actions, the debtor stated as a reason for his delay in giving the promissory notes that he and the inspectors, having a motion against the receiver in the proceedings, had arranged that the promissory notes should not be given until the motion was disposed of; and he further stated that neither the plaintiff in the actions nor any other creditor had applied for the promissory notes.

Held, that the debtor having failed to deliver the promissory notes in pursuance of his covenant, the creditor had a right to proceed with his actions; that the reason given by the debtor for his delay was insufficient; and that it was immaterial that the time for payment of the first instalment had not arrived.

This was an application by the inspectors acting under a deed of inspectorship, and by the debtor, for an injunction to restrain proceedings in actions brought against the debtor, by one of his creditors. The material facts were as follows:—

On the 2nd of June, 1874, Stanley Bedford, a trader, filed his petition for liquidation by arrangement; and at the general meeting of creditors, held on the 29th June, the following resolutions (afterwards confirmed and duly registered), were passed:—1. That a composition of 19s. 11d. in the pound shall be accepted in satisfaction of the debts due to the creditors by the said Stanley Bedford. 2. That such composition shall be payable as follows:—5s. in the pound in six months from the registration of this extraordinary resolution, 5s. in the pound in twelve months from the same time, 5s. in the pound in eighteen months from the same time, and 4s. 11d. in the pound in two years from the same time. 3. That for securing the payment of the said composition, and for carrying into effect the terms of this extraordinary resolution, the debtor and such other parties as may be necessary shall execute a deed of inspectorship over the estate of the debtor, such deed to contain all usual and necessary provisions. 4. That William Shivas Ogilvie and Benjamin Simpkins shall be inspectors of the estate. 5. That the necessary promissory note to secure the payment of the composition shall be handed by the said debtor to William Shivas Ogilvie and Benjamin Simpkins, as trustees for the several creditors entitled thereto. 6. That all costs, charges, and expenses of and incidental to the institution of these proceedings, and of the appointment of a receiver and manager, incurred and to be incurred in the registration of this extraordinary resolution and finally carrying into effect the said composition arrangement, including the costs of the investigation of the affairs of the debtor, and the preparation and execution of the deed of inspectorship shall be borne and paid out of the said Stanley Bedford's estate.

The deed of inspectorship executed by the debtor, in pursuance of the said resolutions, on the 15th day of July, 1874, contained several covenants on his part, and amongst them the following:—"And will forthwith after the registration of the extraordinary resolution make and deliver to the said inspectors promissory notes for the several instalments of the said composition upon the said debts proveable under the said petition, and such notes shall be delivered to the said inspectors in trust to be by them delivered to the several creditors of the debtor, and the delivery upon demand to the said inspectors of the said promissory notes for the said several instalments of the said composition shall be deemed to be a sufficient tender of the said instalments of the said composition to the creditors of the debtor."

On the 19th of November, 1874, Walter Price, a creditor, brought two actions against the debtor in the Court of Common Pleas; and the inspectors and the debtors now applied that these actions should be restrained by injunction.

The debtor, in an affidavit filed in support of the application, made the following statements:—"I have acted strictly in accordance with the terms of the deed, and have always been ready and willing to give the promissory notes in the resolutions mentioned; but the inspectors under the deed, together with myself, have a motion now pending in the court against the receiver, and, with their consent, I have delayed giving the said promissory notes until the said motion is disposed of. I believe that but for the delay caused by Mr. Pullen, the solicitor to the proceedings, in taxing his bill of costs, the motion would have been disposed of some time since, and in that event I should have given the promissory notes to the inspectors as agreed upon. Two writs of summons were on the 23rd instant issued against me in her Majesty's Court of Common Pleas at the suit of Walter Price, a creditor who has proved his debt under these proceedings, by Mr. Pullen, the solicitor who acted for me in the liquidation proceedings, and such writs were served by Mr. Nathaniel White, the receiver herein. One of such writs is for the amount of a bill of exchange dated 26th February, 1874, for the sum of £50, and the other writ is unindorsed. It is the desire of all my creditors that I should be allowed to carry out the terms of the resolutions, and I have not been applied to by any of the creditors to give the promissory notes, nor did the said Walter Price apply to the said inspectors nor to me for the said promissory notes before he commenced his actions. The said Walter Price has proved under the liquidation proceedings for the sum of £50 due to him on a bill of exchange, and signed the resolutions hereinbefore mentioned by proxy, and I verily believe there is no other sum due from me to the said Walter Price. I submit under the circumstances hereinbefore stated that the said Walter Price should be restrained from proceeding further in the actions commenced by him against me. Unless the said Walter Price be restrained, my estate will be in jeopardy, and the whole of my creditors prejudiced; moreover I shall be unable to carry out the terms of the said resolutions."

Parker, in support of the application.—The debtor in his affidavit explains the delay which has occurred in the delivery of the promissory notes, and inasmuch as the time has not yet arrived for payment of the first instalment of the composition, the creditors are not prejudiced. Proceedings by way of composition are intended to enure for the benefit of the creditors as a body; and one creditor has no right to obtain a preference over the others. The creditor in this case has proved his debt, and assented to the deed. He cited *Ex parte Hartel, re Thorpe*, 21 W. R. 428, L. R. 8 Ch. 743.

E. C. Willis, for Mr. Price.—The *onus* in this case is upon the debtor to show that he has complied with the terms of the deed. This he cannot do, for by the covenant the promissory notes are to be delivered "forthwith." Default having been made in carrying out the composition, the debts of the creditors revive, and they have a right to proceed at law: *Edwards* v. *Coombe*, 21 W. R. 107, L. R. 7 C. P. 519; *Re Hatton*, 20 W. R. 978, L. R. 7 Ch. 723.

Parker in reply.

MURRAY, Registrar, after stating the facts, said:—I am of opinion that this motion must be refused. The deed of inspectorship contains a clear provision that the promissory notes shall be delivered to the inspectors "forthwith" after the registration of the extraordinary resolution, but it is admitted that they have never been so delivered. It is true that Mr. Price, the creditor, has proved his debt, and assented to the composition, but that fact cannot affect his rights. The excuse which the debtor gives in his affidavit for not delivering the promissory notes is insufficient, for how can any motion which he may have against the receiver justify him in making default in complying with the terms of the composition? I think it is clear that the debtor and the inspectors in this case are acting together. *In re Hatton*, James, L.J.,

* Reported by J. C. BROUGH, Esq., Barrister-at-Law.

said, "There may be cases in which by accident, and not by default of the debtor, the composition is not duly paid, and then no doubt this court would relieve the debtor from the effect of such an accident, and remove any injustice." But I am of opinion that the default in the present case cannot be attributed to "accident." The circumstance that the debtor has a motion going on against a third person cannot afford a sufficient excuse for the non-compliance with the terms of the deed. *Ex parte Peacock* (21 W. R. 755, L. R. 8 Ch. 682) shows that, when a debtor inserts a person as a creditor for a particular amount, he is bound to tender the composition upon that amount. *Ex parte Peacock* was a very strong case. Here it is said that the time for payment of the first instalment has not arrived, but if the promissory notes had been given the creditor might have negotiated them. In my opinion, therefore, no sufficient excuse has been given by the debtor for the non-delivery of the notes, and I must refuse the application.

Solicitors for the debtor, *May, Sykes, & Batten.*

Solicitor for Mr. Price, *T. J. Pullen.*

SALFORD COUNTY COURT.

(Before J. A. RUSSELL, Esq., Q.C., Judge.)

Dec. 14.—*Re Ramwell.*

Sums paid by an execution debtor to a sheriff's officer who had seized his goods, held to pass to the trustee in the debtor's liquidation, and not to the execution creditor.

In this case an issue was tried to decide whether a sum of £66 received by a sheriff's officer from Robert Ramwell, under an execution issued against his goods at the suit of George Enoch Hodgkinson, belonged to him or to the trustee in Ramwell's liquidation. It appeared that on the 3rd of March the sheriff's officer seized the debtor's property under the execution, and put men in possession. On the 5th of March Ramwell paid £26 to the officer, whereupon the officer wrote to Messrs. Webster, the attorneys for Mr. Hodgkinson, informing them of the fact, and asking whether he could allow a few days' time for payment of the balance, but no reply was sent to this letter. On March 7th and 9th further sums of £10 and £20 were paid by the debtor to the officer, and on the 10th the latter again wrote to Messrs. Webster informing them of the payments and asking for a reply to his previous letter. On the 11th Messrs. Webster replied that no time whatever was to be given to the debtor. On the 10th and 17th two other sums of £5 each were paid by the debtor to the officer. On the 19th of March, a petition for liquidation was filed and notice thereof given to the officer, who informed Messrs. Webster and Co. by letter, and on the 20th Messrs. Webster replied that Mr. Hodgkinson would hold the officer responsible for the full amount.

Taylor appeared for the trustee.

Gouldthorpe appeared for the execution creditor.—The moneys received by the officer passed immediately on receipt thereof by him to the execution creditor, as being the fruits of the execution. The execution creditor had, by not replying to the letter of the 7th of March, impliedly assented to the officer's proceedings, and it was necessary for the trustee to prove dissent. The 87th section of the Bankruptcy Act, 1869, required a seizure and also a sale; and, as the latter had not taken place, the trustee could not claim the money.

The cases of *Ex parte Brooke re Hassall*, 22 W. R. 395, L. R. 9 Ch. 301, and *Stock and Others* v. *Holland*, 22 W. R. 661, L. R. 9 Ch. 147, were referred to in the course of the arguments.

His HONOUR said that the duty of the sheriff's officer in cases of execution was to seize and sell the goods directed to be levied, unless the execution creditor instructed him to the contrary: and that therefore he could not agree with the contention that silence meant assent. Neither of the cases quoted decided the point at issue, and it was necessary for him to decide it for the first time. He considered that on the seizure of the goods under the execution they ceased to belong to the debtor, and the money which he paid to release them must be taken to have been received by the sheriff for him, and accordingly passed to the trustee. The verdict would therefore be for the trustee, with costs.

Solicitors for the trustee, *Addleshaw & Warburton*, Manchester.

Solicitors for the execution creditor, *& Co. Webster*, Sheffield.

Court Papers.

CHANCERY FUNDS (AMENDED) ORDERS, 1874.

ORDERS OF COURT, under the Court of Chancery (Funds) Act, 1872, 35 & 36 Vict. c. 44, and the Trustee Relief Act, 1847, 10 & 11 Vict. c. 96.—The 22nd day of December, 1874.

I, the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, by and with the advice and assistance of the Right Honourable Sir George Jessel, Master of the Rolls, the Right Honourable the Lord Justice Sir William Milbourne James, the Right Honourable the Lord Justice Sir George Mellish, the Honourable the Vice-Chancellor Sir Richard Malins, the Honourable the Vice-Chancellor Sir James Bacon, and the Honourable the Vice-Chancellor Sir Charles Hall, do hereby, in pursuance of the powers contained in "The Court of Chancery (Funds) Act, 1872," and of the Act of the 10 & 11 Vict. c. 96, entitled "An Act for the better securing trust funds and for the relief of trustees," and of all other powers and authorities enabling me in that behalf, order and direct in manner following:—

Revocation of Chancery Funds Orders, 1872, and commencement of these Orders.

1. The Chancery Funds Orders, 1872, are hereby revoked, and these amended Orders are substituted in lieu thereof, and shall come into operation on the 11th day of January, 1875, and may be cited as the "Chancery Funds Amended Orders, 1874."

Interpretation of terms.

2. In these Orders, and in orders as herein defined, terms shall have the same meaning as the same terms are defined to have in the Court of Chancery (Funds) Act, 1872, and as prescribed by the Chancery Funds Consolidated Rules, 1874, and the term "court" shall mean the Court of Chancery, and include a judge thereof, whether sitting in court or at chambers; and the term "order" shall include a decree; and the term "cause or matter" shall, in these Orders, include a separate account in a cause or matter, and a matter intituled merely as an account; and words importing the singular number shall include the plural number, and words importing the plural number shall include the singular number; and words importing males shall include females. (Original Order 2.)

Abrogation of certain orders in Chancery.

3. The following rules of the Consolidated Orders of the Court and General Orders of the Court are hereby abrogated; viz., the 1st to the 16th rules, both inclusive, of the 1st of the said Consolidated Orders; the 5th rule of the 5th of the said Consolidated Orders; the 3rd to the 9th rules, both inclusive, of the 23rd of the said Consolidated Orders; the 1st to the 9th rules, both inclusive, of the 41st of the said Consolidated Orders; the General Orders of 10th January, 1870, as to legacy and succession duty; and the General Orders of 25th February, 1868, 17th January, 1870, 1st May, 1871, and 28th August, 1828. (Original Order 3 amended.)

Notice of payment, transfer, or deposit on request.

4. A person who shall make a transfer or payment of money or securities into court, or a deposit of securities in court, as provided by rule 27 of the Chancery Funds Consolidated Rules, 1874, shall forthwith give notice thereof to the solicitors of the persons upon whose application the order directing such transfer, payment, or deposit was made, or to such persons if they have no solicitor; or if the order was made on the application of the person making such transfer or payment, to the solicitors of the other parties appearing on the application.

A person making a transfer, payment, or deposit upon request to the credit of a cause or matter, as provided by rule 25 of the said rules, shall forthwith give notice thereof to the solicitors on the record for the parties to the cause, or in case of a matter, to the persons interested, if known, or to their solicitors, if any, stating in such notice what the money or securities comprised in such

transfer, payment, or deposit represent, and for what purpose such transfer, payment, or deposit has been made; and such notices may be sent by post. (Original Order 4 amended.)

Notice of payment or transfer under Trustee Relief Act [10 & 11 Vict. c. 96] to be given.

5. A person having made a payment or transfer of money or securities into, or a deposit of securities in court under the above-mentioned Act of the 10 & 11 Vict. c. 96, shall forthwith give notice thereof to the several persons named in his affidavit to be made in pursuance of rule 34 of the Chancery Funds Consolidated Rules, 1874, and the said Act, as interested in or entitled to such money or securities. (Consolidated Order 41, rule 4.)

Application by petition or summons.

6. The persons interested in or entitled to any money or securities so paid or transferred into or deposited in court, in pursuance of the said Act of the 10 & 11 Vict. c. 96, and named in the affidavit, or any of such persons, or the person so paying or transferring into or depositing in court, may apply by petition, or in cases where the fund does not exceed £300 cash or £300 in securities, by summons, as occasion may require, respecting the investment, payment out, or distribution of the money or securities, or of the dividends or interest of such securities. (Consolidated Order 41, rule 5.)

A person bringing funds into court to be served with notice.

7. A person who has paid or transferred money or securities into, or deposited securities in court pursuant to the said Act of the 10 & 11 Vict. c. 96, shall be served with notice of any application made to the court, or a judge in chambers, respecting such money or securities, or the dividends thereof, by any person interested therein or entitled thereto. (Consolidated Order 41, rule 6.)

Persons interested to be served with notice.

8. The persons interested in or entitled to such money or securities shall be served with notice of any application made by the trustee to the court, or judge, respecting such money or securities, or the dividends thereof. (Consolidated Order 41, rule 7.)

Place of service to be named.

9. No petition relating to such money or securities as mentioned in the last four preceding Orders shall be set down to be heard, and no summons relating thereto shall be sealed, until the petitioner or applicant has first named in his petition or summons a place where he may be served with any petition or summons, or notice of any proceeding or order relating to such money or securities, or the dividends thereof. (Consolidated Order 41, rule 8.)

Petitions and summonses to be entitled in the matter of the 10 & 11 Vict. c. 96.

10. Petitions presented and summonses issued under the said Act of 10 & 11 Vict. c. 96, shall be entitled in the matter of the said Act, and in the matter of the particular trust. (Consolidated Order 41, rule 9.)

Petitions to state whether duty is paid or not.

11. Every petition for dealing with money or securities in court, chargeable with duty payable to the revenue under the Acts relating to legacy or succession duty, or the dividends on such securities, shall contain a statement whether such duty or any part thereof has or has not been paid.

Restriction on issuing certificates during vacation.

12. The Registrars of the court shall not, without a special direction of a judge, be required to issue certificates for the sale, transfer, or delivery of securities in court during any vacation in their office. (Original Order 5.)

Application at chambers.

13. Applications under the Court of Chancery (Funds) Act, 1872, for the conversion into cash of government securities in court of any of the three descriptions mentioned in rule 44 of the Chancery Funds Consolidated Rules, 1874, and for placing such cash on deposit, as provided by rule 71 of the said Rules, or for dealing with interest on money on deposit, may be made to the Master of the Rolls and the Vice-Chancellors respectively, while sitting at chambers. (Original Order 6 amended.

Petitions respecting money or securities on list of undealt-with funds.

14. When a cause or matter has been inserted in the list mentioned in rule 91 of the Chancery Funds Consolidated Rules, 1874, the fact shall be stated in every petition or summons affecting any money or securities to the credit of such cause or matter. In cases in which the money or securities affected by such petition shall together amount to or exceed in value £500, a copy of such petition, and notice of all proceedings in court or at chambers shall (unless the court otherwise directs), be served on the official solicitor of the court, who shall be at liberty to appear and attend thereon. (Original Order 7 amended.)

Applications under Copyhold Acts to be made at chambers.

15. Applications under the Copyhold Acts respecting any securities or money in court, shall be made by summons at the chambers either of the Master of the Rolls or of one of the Vice-Chancellors; but notice of any such application is not to be given to the Copyhold Commissioners, except when the judge may so direct; and this Order shall be deemed an additional article to the 35th of the Consolidated Orders, rule 1. (Original Order 8.)

Certain articles and securities not to be received by Clerks of Records and Writs.

16. The Clerks of Records and Writs shall not receive into their custody effects of the suitors consisting of jewels or plate, or other articles of a like nature, or negotiable securities. (Original Order 9.)

Proceedings and documents in a cause to be marked with reference to record.

17. No order in a cause shall be passed or entered, and no certificate in a cause of a Chief Clerk, or of a Taxing Master of the court, shall be signed or filed, and no petition in a cause shall be answered, and no summons in a cause shall be issued, and no affidavit made in a cause shall be filed, until the same respectively be either marked with the reference to the record, as prescribed by the 1st of the Consolidated Orders, rule 48, or be inscribed with a note indicating that the cause was commenced prior to 2nd November, 1852, and the correctness of such reference may be required to be authenticated by the official seal of the Clerks of Records and Writs being impressed on every such document. (Original Order 10.)

Original orders to be deposited with Clerks of Entries.

18. The duplicate orders or records to be deposited with the Clerks of Entries pursuant to Rule 18 of the Chancery Funds Consolidated Rules, 1874, shall annually (or oftener if the senior Registrar shall direct) be bound up in volumes of convenient size, and indexed, and transmitted to the Report Office, in the same manner as written orders are now bound up, indexed, and transmitted, and written office copies or extracts may be made therefrom, subject to the existing regulations relating thereto.

Solicitors' fees.

19. Solicitors shall be entitled to charge and shall be allowed the same fees on proceedings under these Orders, and under the Chancery Funds Consolidated Rules, 1874, as they are, by the general orders and practice of the court, entitled to charge and to be allowed in respect to proceedings of a similar or analogous description; and shall be entitled to charge and shall be allowed the same fees for printed copies of orders as they are now entitled to charge and to be allowed for written copies thereof. (Original Order 11 amended.)

CAIRNS, C.
G. JESSEL, M.R.
W. M. JAMES, L.J.
GEORGE MELLISH, L.J.
RICHD. MALINS, V.C.
JAMES BACON, V.C.
CHARLES HALL, V.C.

GENERAL ORDERS IN LUNACY, under the Court of Chancery (Funds) Act, 1872, the Lunacy Regulation Act, 1853, and the Lunacy Regulation Act, 1862.—The 22nd day of December, 1874.

I, the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, intrusted

by virtue of her Majesty the Queen's Sign Manual with the care and commitment of the custody of the persons and estates of persons found idiot, lunatic, or of unsound mind, do, with the advice and assistance of the Right Honourable the Lord Justice Sir William Milbourne James, and the Right Honourable the Lord Justice Sir George Mellish, the Lords Justices of the Court of Appeal in Chancery, being also intrusted as aforesaid, and by virtue and in exercise of the powers or authorities in this behalf vested in me by the Lunacy Regulation Acts, 1853 and 1862, and the Court of Chancery (Funds) Act, 1872, and of every other power or authority in anywise enabling me in this behalf, order as follows:—

Commencement of orders.

1. The Chancery Funds Lunacy Orders, 1872, are hereby revoked and rescinded, and these orders are substituted in lieu thereof, and shall come into operation on the 11th day of January, 1875, and may be cited as the "Chancery Funds Amended Lunacy Orders, 1874." (Substituted for Original Order 1.)

Interpretation of terms.

2. Terms, words, and expressions in these orders shall be read and construed according to the interpretation thereof contained in the 2nd section of the Lunacy Regulation Act, 1853, and the Court of Chancery (Funds) Act, 1872, and the 3rd provision of the General Orders in Lunacy of the 7th November, 1853; and the word "court" shall mean the Court of Chancery; and the word "order" shall include a report of a Master in Lunacy confirmed by fiat. (Original Order 2.)

Abrogation of certain Orders in Lunacy.

3. The 29th, 49th, 50th, and 51st of the General Orders in Lunacy of 7th November, 1853, are hereby abrogated. (Original Order 3 amended.)

Construction of existing orders.

4. An order or certificate of the Masters containing directions for payment into or deposit in the Bank of England, with the privity of the Accountant-General of the Court of Chancery, to the credit of the matter of a lunatic, of money, securities, or other effects, or for the transfer into the name and with the privity of the Accountant-General in trust in the matter of a lunatic of stock or securities, and specifying the account, if any, to which the money, stock, securities, or other effects is or are to be placed, and which directions shall not at the coming into operation of these orders have been acted upon, shall be read and construed as if they directed such money, stock, securities, and other effects respectively to be paid and transferred into, and deposited in court, to the credit of the matter of such lunatic and account, if any, respectively. (Original Order 4.)

Mode of framing orders and certificates.

5. After the coming into operation of these orders, every order and every certificate of the Masters for the purpose of a payment or transfer into, or deposit in court of money, stock, securities, or other effects, shall direct such payment or transfer to be made into, and deposit to be made in court to the credit of the matter of the lunatic, to the account, if any, to which it is intended that such money, stock, securities, or other effects should be placed. (Original Order 5 amended.)

Declarations of trust not required in future.

6. No declaration of trust with respect to stock or securities transferred into court to the credit of the matter of a lunatic shall be required to be made. (Original Order 6 amended.)

CAIRNS, C.
W. M. JAMES, L.J.
GEORGE MELLISH, L.J.

ORDER OF COURT, as to fees on printed copies of orders, under the Courts of Justice (Salaries and Funds) Act, 1869, 32 & 33 Vict. c. 91. The 22nd day of December, 1874.

Fees on printed copies of orders.

I, the Right Honourable Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, by and with the advice and consent of the Right Honourable Sir George Jessel, Master of the Rolls, the Right Honourable the Lord Justice Sir William Milbourne James, the Right Honourable the Lord Justice Sir George Mellish, the Honourable the Vice-Chancellor Sir Richard Malins, the Honourable the Vice-Chancellor Sir James Bacon, and the Honourable the Vice-Chancellor Sir Charles Hall, and with the concurrence of the Commissioners of her Majesty's Treasury, do hereby, in pursuance of the powers contained in "The Courts of Justice (Salaries and Funds) Act, 1869" (32 & 33 Vict. c. 91), and of every other power enabling me in that behalf, order and direct that the fees to be paid, in the Report Office of the Court of Chancery, for printed copies of orders to be acted upon by the Chancery Paymaster, and for printed office or certified copies thereof, shall be set forth in the Schedule hereto; but no fee shall be chargeable in respect of any office copy of an order, or of a report or certificate of a Master in Lunacy, or of a certificate of a Chief Clerk or Taxing Master, or of any affidavit or statutory declaration, which shall be transmitted from any of the offices of the court to the Chancery Audit Office, as provided by the said Chancery Funds Consolidated Rules, 1874.

Schedule of Fees.

	£	s.	d.
1. For every printed office copy of an order, per folio	0	0	4
2. For every printed copy of an order certified under the Statute 14 & 15 Vict. c. 99, s. 14, per folio of 90 words	0	0	4
3. For every printed copy of an order, not being an office or certified copy, per folio	0	0	1

CAIRNS, C.
G. JESSEL, M.R.
W. M. JAMES, L.J.
GEORGE MELLISH, L.J.
RICHD. MALINS, V.C.
JAMES BACON, V.C.
CHARLES HALL, V.C.

We certify that this order is made with the concurrence of the Commissioners of her Majesty's Treasury.

STAFFORD H. NORTHCOTE.
ROW. WINN.

MUNICIPAL ELECTION PETITIONS.

The following petitions have been filed under the Corrupt Practices (Municipal Elections) Act, 1872.

Burnley.—Hull, and others, petitioners; Greenwood, respondent. To be tried by Mr. Prideaux, Q.C., on January 19.

Southport.—Mather, petitioner; Martin, respondent. To be tried by Mr. Prentice, Q.C., on January 26.

Birmingham.—Woodward, petitioner; Sarsons, respondent; and Sadler, returning officer. To be tried by Mr. Coleman, on January 19.

Ripon.—Gricewood, and others, petitioners; Lumley, and others, respondents. To be tried by Mr. Prentice, Q.C., January 12.

Leeds (two cases).—Scholes, and others, petitioners; Heed, the elder, respondent; Lyons, and others, petitioners; Woolfoot, respondent. To be tried by Mr. Dowdeswell, Q.C., on January 19.

Kendal (two cases).—Campbell, and others, petitioners; Wilson, and another, respondents; M'Kay, and others, petitioners; Thompson, and another, respondents. To be tried by Mr. Dowdeswell, Q.C., on January 12.

Maidenhead (two cases).—Livering, petitioner; Walker, and others, respondents; Nicholson, petitioner; Poulton, respondent. To be tried by Mr. Coleman, on January 26.

Pontefract.—Jones, and others, petitioners; Stephenson, and another, respondents. To be tried by Mr. Prentice, Q.C., on January 19.

Kidderminster (four cases).—Guest, and others, petitioners; Hampton, respondent; Lawrence, and others, petitioners; Dixon, and another, respondents; Guest, and others, petitioners; Boycott, respondent; Weather, and others, petitioners; Hughes, and another, respondents. To be tried by Mr. Saunders, on January 19.

Barnstaple.—Northcote, petitioner; Pulsford, and Guppy (returning officer), respondents. To be tried as a special case.

Manchester (two cases).—Bazley, and others, petitioners; Townsend, respondent; Garvey, and others, petitioners; Peel, respondent. To be tried by Mr. Saunders, on January 12.

Newark (three cases).—Smith, and others, petitioners

Milford, and others, respondents; Turnbull, and others, petitioners; Crossley, and others, respondents; Pinder, and others, petitioners; Ironmonger, and another, respondents. To be tried by Mr. Prideaux, Q.C., on January 12.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Dec. 31, 1874.

3 per Cent. Consols, 91⅞ x d	Annuities, April, '85 9⅛
Ditto for Account, Jan. 92⅛	Do. (Red Sea T.) Aug. 1908
5 per Cent. Reduced 91⅝	Ex Bills, £1000, 2½ per Ct. 5 dis.
New 3 per Cent., 91⅝	Ditto, £500, Do 5 dis.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 5 dis.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per Ct. (last half-year), 254
Do. 5 per Cent., Jan. '78	Ditto for Account.
Annuities, Jan. '80—	

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	116
Stock	Caledonian	100	97
Stock	Glasgow and South-Western	100	100
Stock	Great Eastern Ordinary Stock	100	39½
Stock	Great Northern	100	138
Stock	Do., A Stock*	100	136
Stock	Great Southern and Western of Ireland	100	109
Stock	Great Western—Original	100	108⅝
Stock	Lancashire and Yorkshire	100	141½
Stock	London, Brighton, and South Coast	100	92⅜
Stock	London, Chatham, and Dover	100	32⅜
Stock	London and North-Western	100	148¼
Stock	London and South Western	100	114
Stock	Manchester, Sheffield, and Lincoln	100	75
Stock	Metropolitan	100	77
Stock	Do., District	100	30
Stock	Midland	100	135½
Stock	North British	100	65½
Stock	North Eastern	100	165
Stock	North London	100	112
Stock	North Staffordshire	100	59
Stock	South Devon	100	58
Stock	South-Eastern	100	113½

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate was not changed on Thursday. The proportion of reserve to liabilities has fallen from 44·16 per cent. last week to 38·67 per cent. this week. The home railway market has been steady during the week, and prices have risen. In the early part of the week the foreign market was rather flat, but on Wednesday there was an improvement. Consols closed on Thursday 91¾ to ⅞ for money, and 91⅞ to 92 for the account.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BROWNE—On Dec. 27, at 88, Claverton-street, the wife of I. H. Balfour Browne, Esq., barrister-at-law, of a son.

CROWTHER—On Dec. 29, at Holly-lodge, Keston, Kent, the wife of Alfred H. Crowther, of Gray's-inn, solicitor, of a son.

MARCY—On Dec. 28, at 34, Elsham-road, Kensington, W., the wife of George Nichols Marcy, barrister-at-law, of a daughter.

NELSON—On Dec. 28, at 93, Adelaide-road, South Hampstead, the wife of Francis G. P. Nelson, Esq., barrister-at-law, of a son.

RAWLINSON—On Dec. 21, at 24, Prince's-square, the wife of Thomas Rawlinson, Esq., of Lincoln's-inn, of a daughter.

TWEEDY—On Dec. 30, at 151, Cornwall-road, Notting-hill, the wife of Henry John Tweedy, Esq., barrister-at-law, of a daughter.

MARRIAGES.

BLAKEY—DALL—On Dec. 22, at 16, Park-terrace, Stirling, John Wood Blakey, Esq., solicitor, Stirling, to Rosabelle, eldest daughter of the late Robert Dall, Esq.

HALL—VOKES—On Dec. 24, at St. Giles's Church, George H. Hall, Esq., solicitor, to Florence Isabel, daughter of Captain Vokes, formerly of Rathbane, county Limerick.

DEATHS.

AUSTIN—On Dec. 21, at Brandeston-hall, Wickham Market, Charles Austin, Esq., Q.C., aged 75.

BAIN—On Dec. 30, at Easter Livelands, near Stirling, Edwin Sandys Bain, serjeant-at-law.

PRALL—On Dec. 30, at Star-hill, Rochester, Kent, Elizabeth, the wife of John Thomas Prall, solicitor, aged 46.

WALLINGTON—On Christmas-day, at the Warren, Old Charlton, Kent, Richard Archer Wallington, aged 54.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Dec. 25, 1874.

Gascoigne, John, George Wadham, Charles James Daw, and George Horace David Chilton, Small st, Bristol, attorneys and solicitors. Nov 30

Winding up of Joint Stock Companies.

STANNARIES OF CORNWALL.

TUESDAY, Dec. 22, 1874.

New Wheal Lovell Mining Company.—Petition for winding up, presented Dec 15, directed to be heard before the Vice-Warden, at the Princes Hall, Truro, on Wednesday, Jan 6, at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Jan 2, and notice thereof must at the same time be given to the petitioner, his solicitors, or their agents Hodge and Co, Truro, petitioner's solicitors; Gregory and Co, Bedford row, agents

Terros Tin Mining Company, Limited. Petition for winding up, presented Dec 12, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, on Jan 5, at 12 30. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Jan 2, and notice thereof must at the same time be given to the petitioner, his solicitor, or his agents. Hodge & Co, Truro, agents for Downing, Redrath, solicitor for the petitioner.

FRIDAY, Dec. 25, 1874.

UNLIMITED IN CHANCERY.

Elham Valley Railway.—V.C. Malins has, by an order dated Dec 16, appointed William Hurlbatt, Old Jewry, to be official liquidator. Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Feb 10, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Cork Tramways Company, Limited.—The M.R. has, by an order dated Nov 30, appointed Baker Philip Daniels, Poultry, to be official liquidator. Creditors are required, on or before Jan 25, to send their names and addresses, and the particulars of their debts or claims, to the above. Feb 8, at 11, is appointing for hearing and adjudicating upon the debts and claims.

New Buxton Lime Company, Limited.—The M.R. has, by an order dated Nov 16, appointed William Brooks, Old Jewry chambers, to be official liquidator. Creditors are required, on or before Jan 27, to send their names and addresses, and the particulars of their debts or claims. Feb 15, at 12, is appointed for hearing and adjudicating upon their debts and claims.

New Nant-y-Blaidd Silver Lead Mine, Limited.—The M.R. has, by an order dated Dec 11, appointed James Cooper, Coleman st buildings, to be official liquidator. Creditors are required, on or before Jan 29, to send their names and addresses, and the particulars of their debts or claims, to the above. Feb 11, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Dec. 22, 1874.

Butler, Thomas, Metropolitan Meat Market, Meat Salesman. Jan 14 Jackson v Forcett, V.C. Malins. Layton, Budge row, Cannon st

Hall, Mary Ann, Wandsworth rd, Widow. Jan 18. Hall v Murphy, M.R. Dadley, Southwark Bridge rd

Tadd, Peter, Polruan, Cornwall, Shipowner. Jan 20. Tadd v Tadd, M.R. Commins, Bodmin

Tipper, Elizabeth, Richmond rd, Hackney, Widow. Jan 15. Pearce v Kibbler, V.C. Malins. Horsley, jun, Gresham buildings, Basinghall st

FRIDAY, Dec. 25, 1874.

Bradford, Robert, Stoke Rochford, Lincoln, Gent. Jan 28. Bradford v Kitchen, V.C. Bacon. Thompson, Grantham

Davies, David, Swansea, Glamorgan, Timber Merchant. Feb 1. Andrews v Morris, V.C. Hall. Davies and Hartland, Swansea

Evans, James Whittaker, Newcastle-under-Lyme, Stafford, Cotton Spinner. Jan 24. Moody v Gibbs, M.R. Knight, Newcastle-under-Lyme

Hunt, George, Narborough, Leicester, Gent. Jan 25. Orton v Bramley, M.R. Bouskell, Leicester

Jeffrey, John, Chillingham, Northumberland, Blacksmith. June 11. Jeffrey v Hopkins, M.R.

Jones, Henry, New Cross rd, Packing Case Maker. Jan 12. Jones v Field, V.C. Malins. Gover, King William st

Jones, Richard Stevens, Paulton square, Gent. Jan 30. Bailie v Hussey, V.C. Hall. Hussey, New square, Lincoln's inn

Kinsman, Robert Jope, jun, Stanford rd, Chelsea. May 22. V.C. Hall.

Macdonell, James Leslie, Rudding Park, York, Esq. Jan 25. Arundell v Macdonell, M.R. Robins, Shaftesbury

Pearson, William Kirkby, Prospect, Kirkby Ireleth, Lancashire, Gent. Jan 30. Milward v Postlethwaite, V.C. Hall. Collins, Whitehaven

TUESDAY, Dec. 29, 1874.

Eldin, Francis North, Clerk, Wolverhampton, Stafford, Gent. Feb 1. Rapilly v Clerk, V.C. Hall. Force and Battishill, Exeter

Hayton, Joseph, Ulverston, Lancashire, Stonemason. Jan 25. Hayton v Hayton, V.C. Hall.

Markland, Ellin, Lansdowne rd, Notting Hill. Feb 1. Gilder v Mansell, V.C. Malins. Oliver, Carey st, Lincoln's inn

Pollard, George, Huddersfield, York, Builder. Feb 1. Brook v Gill, V.C. Hall. Learoyd, Huddersfield

Shuckford, James, Feltham, Middlesex, Brewer. Jan 30. Flynn v Shuckford, M.R. Pead, Parliament st, Westminster

Ward, Sarah, Longton, Stafford. Jan 23. Lees v Lees, V.C. Hall. Paddock, Hanley

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Dec. 22, 1874.

Applin, Mary, Burnham, Somerset. Dec 12. Bulleid, Glastonbury

Audsley, William, East End, Finchley, Baker. Jan 30. Hyat Abchurch yard

Boom, George William, Burgh St. Peter, Norfolk, Farmer. Feb 1. Holt, Great Yarmouth
Bores, Benjamin Hayes court, Newport Market, Baker. Jan 30. Digby and Liddle, Circus place, Finsbury circus
Britain, Joseph, Chapel Chorlton, Staffordshire, Gent. Feb 25. Coopers, Newcastle-under-Lyme
Bryan, Elizabeth Ann, Gosport, Hants. Jan 31. Goodman, Brighton
Dare, Thomas, Oregon terrace, Peckham Rye, Gent. Feb 9. Jone and Co, Tooley st, Southwark
Davis, James, Hatton, Warwick, Candle Stick Maker. March 19. Ryland and Co
Drake, John Jackman, Crediton, Winswood, Devon, Esq. Jan 31. Drake and Sons, Cloak lane, Cannon st
Ellis, William, Steel Bank, Sheffield, Contractor. Jan 20. Marshall, Sheffield
Farnan, Frank, Old Ford, Dyer. Jan 21. Lowless and Co, Martin's lane, Cannon st
Glascott, Cradock, West st, Soho, Commercial Traveller. Feb 1. Cordwell, College hill, Cannon st
Graham, Doctor, Over Darwen, Lancashire, Paper Stainer. Jan 20. Costeker, Over Darwen
Hall, William, South Eston, York, Innkeeper. Dec 31. Connell, Regent st, Lawrence st, York
Harcne, Henry Benjamin, William st, Lowndes square, Esq. Jan 31. Meynell and Pemberton, Whitehall place
Hatfield, Charles Taddy, Hartsdown, Kent, Esq. Feb 27. Markby and Co, Coleman st
Hopkins, John, Leamington Priors, Warwick, Grocer. Jan 31. Field, Leamington Priors
Hopwood, William Henry, New Bond st, Music Publisher. Feb 20, Burgoynes and Co, Oxford st
Jenkinson, Luke, Liverpool, Tobacconist. Feb 1. Ascroft, Preston
Levitt, Ann, Kingston-upon-Hull. Jan 18. Wells and Gething, Hull
Mattley, Robert, Rochdale, Lancashire, Woolstapler. Jan 1. Hartley, Rochdale
McConnal, George, Liverpool, Estate Agent. Jan 6. McConnal, Liverpool
Phillips, Sophia, Glwernvale, Brecon. Feb 1. Davies, Crickhowell
Read, David, Hampton Wick, Middlesex, Gent. Jan 22. Low, Wimpole st, Cavendish square
Rogers, Jonathan, Bristol, Coach Builder. Feb 27. Wintle, jun, Bristol
Smith, Sir John Mark Frederic, Pembroke villas, Notting Hill, Feb 20. Hannah Ann Smith, Savile row, New Burlington st
Staines, Thomas, Takeley, Essex, Innkeeper. Jan 14. Snell, Great Dunmow
Sumner, Right Rev Charles Richard, Bishop, Farnham Castle, Surrey. March 25. Burder and Dunning, Parliament st
Topham, Joseph, Nottingham, Gent. Feb 16. Burton and Co, Nottingham
Wells, John, Booth Ferry House, York, Esq. Jan 18. Wells and Gething, Hull

FRIDAY, Dec. 25, 1874.

Allan, William, Blackfriars rd, Secretary. Jan 31. Warry and Co, Lincoln's inn fields
Ash, George, Wynne rd, Brixton, Dentist. Jan 18. Mason, Maddox st Regent st
Askew, Edward, Whittington, Lancashire, Gent. Feb 20. Picard, Kirkby, Lonsdale
Balkwill, Robert, Exeter, Licensed Victualler. Jan 30. Burch and Barnes, Exeter
Beavan, Charlotte Amelia, Rochester, Kent. Jan 18. Prall and Son, Rochester
Briggs, William, Idle, Yorkshire, Cloth Manufacturer. Jan 31. Watson and Dickons, Bradford
Cantell, Mary Ann, Blechynden, Southampton. Jan 23. Sharp and Co, Southampton
Douglas, Anne, Clifton, Bristol. Feb 18. Crawley and Arnold, Whitehall place
Downes, Charlotte Dorothy, Harley st, Cavendish square. Feb 1. Blood and Son, Witham
Drabble, William, Chesterfield, Derbyshire, Gent. Feb 28. Parkers, Bedford row
Draper, Henry, Kettering, Northamptonshire, Hotel Keeper. Feb 1. Allison, Louth
Ekell, Frederick Abraham, Hanover square, Surgical Dentist. Jan 23. Lumley and Lumley, Conduit st, Bond st
Fetcher, Charles, Bexley Heath, Kent, Baker. Feb 1. Gibson, Dartford
Gibron, Emily Margaret, Kennington Park rd. Jan 26. Mills and Lockyer, Brunswick place, City rd
Goodman, Thomas, Edgbaston, Birmingham, Gent. Feb 1. Saunders and Bradbury, Birmingham
Goring, William, Devonshire st, Lisson Grove. Jan 18. Hubbard and Son, Bucklersbury
Halliburton, Ellen Fowden, Weston-super-Mare, Somersetshire. Jan 28. Smith, Weston-super-Mare
Hazell, Sarah Jane, Stanley rd, Fulham. Jan 15. Mason, Maddox st, Regent st
Hill, William Money, Newcastle-upon-Tyne, Gent. Feb 28. Griffith and Co, Newcastle-upon-Tyne
Irving, Mary Ann, Effra rd, Brixton. Jan 26. Cover, Great Winchester st
Jackson, Elizabeth, Bowden, Cheshire. Jan 31. Murray and Wrigley, Oldham
Lake, Robert, Milton Chapel, Canterbury, Kent, Esq. Jan 31. Cheesman and Lake, Gravesend
Leng, James, Darrington, Yorkshire, Farmer. Feb 1. Arundel, Pontefract
Levien, Edward, British Museum, Esq. Jan 31. Williams and James, Lincoln's inn fields
Levien, John, Cavendish square, Esq. Jan 31. Williams and James, Lincoln's inn fields.
Mansell, Henry, Maddox st, Bond st. Feb 6. Denton and Co, Gray's inn square
May, Margaret Sims, Leighton Buzzard, Bedfordshire. Feb 13. Newton, Leighton Buzzard
Murphy, Alexander, Assistant Surgeon, Ship Malacca. Feb 22. Marsdon, Old Cavendish st
Piper, Mary, White Lion st, Chelsea. Jan 15. Mason, Maddox st, Regent st
Rains, John, King st, Covent garden, Florist. Jan 31. Copp, Essex st, Strand
Silverstone, James, Bury St Edmunds, Suffolk, Gent. March 25. Sparks and Son, Bury St Edmunds
Turvin, Hugh Hankin, York, Gent. Jan 31. Worry and Co, Lincoln's inn fields
Weller, Caroline, Broom Hall, Teddington. Feb 2. Dixon and Co, Bedford row
Wells, Sarah, Windsor, Berkshire. Feb 15. West and King, Cannon st
Willis, Leah Ann, Castle st, Holborn. Jan 31. Copp, Essex st, Strand
Wright, James, St. John st, Clerkenwell, Licensed Victualler. Feb 17. Child, Paul's Bakehouse court, Doctor's commons

TUESDAY, Dec. 29, 1874.

Goodson, Elizabeth, Leicester. Feb 15. Harris, Leicester
Hodge, Henry Simpson, St Helen's Down, Sussex, Esq. Feb 20. Jones, Hastings
Kemp, Sir William Robert, Gissing Hall, Norfolk, Baronet. May 31. Wood, Lincoln's inn fields
Lea, George, Manchester, Accountant. Jan 14. Higson and Son Manchester

Bankrupts.

TUESDAY, Dec. 22, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debt to the Registrar.

To Surrender in London.

Appleby, Henry, Mortimer st, Cavendish square, Chemist. Pet Dec 18, Brougham. Jan 14 at 11
Keeping, Thomas, Copthall court, Throgmorton st, Stockbroker. Pet Dec 24. Hazlitt. Jan 15 at 12
Wood, Edmund George Powys, Harcourt terrace, Redcliffe square, Retired Lieutenant in the Army. Pet Dec 17. Pepys. Jan 12 at 11

To Surrender in the Country.

Sharpe, Richard, Oakham, Rutland, Coach Builder. Pet Dec 17. Ingram. Leicester, Jan 2 at 1
Warriner, George Simon, Birmingham, Grocer. Pet Dec 19. Chauntler. Birmingham, Jan 6 at 3

FRIDAY, Dec. 25, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Street, William Fauntleroy, Gresham house, Old Broad st. Pet Dec 21 Brougham. Jan 15 at 11

To Surrender in the Country.

Dean, William, Nesfield-with-Longbar, York, Farmer. Pet Dec 21. Marshall. Leeds, Jan 6 at 2
Montgomery, James, East Stonehouse, Devon, Boot Maker. Pet Dec 23. Edmonds. East Stonehouse, Jan 9 at 12
Ochard, James, Birmingham, Licensed Victualler. Pet Dec 21. Chauntler. Birmingham, Jan 7 at 3
Querner, Charles, Liverpool, Commission Merchant. Pet Dec 22. Watson. Liverpool, Jan 13 at 2
Sinclair, John, Warrington, Lancashire, General Draper. Pet Dec 18. Nicholson. Warrington, Jan 14 at 2
Williams, Richard, Pontnewynydd, Monmouth, Coal Pit Sinker. Pet Dec 17. Roberts. Newport, Jan 8 at 1

TUESDAY, Dec. 29, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Clausen, Peter Henry, Newcastle-upon-Tyne, Coal Exporter. Pet Dec 24. Mortimer. Newcastle, Jan 12 at 2
Hill, John Town, Colne, Lancashire, Ironfounder. Pet Dec 24. Hartley. Burnley, Jan 12 at 2.30
Scott, George, Thirsk, York, Innkeeper. Pet Dec 15. Jefferson. Northallerton, Jan 15 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, Dec. 22, 1874.

Constable, George Walter, Mornington rd, Regent's Park, Wine Merchant's Traveller. Dec 16
Gatehouse, Charles, Birkenhead, Chester, Brewer. Dec 15
Hurdle, Henry John, Hillfield, Dorset, Farmer. Dec 15
Kay, Lewis Richard, Castle Bar Hill, Ealing, Gent. Dec 17
Osborne, John Spencer Follett, Jermyn st. Dec 19

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 25, 1874.

Albutt, Joseph, Birmingham, Draper. Jan 8 at 3 at 37, Waterloo st, Birmingham. Rowlands, Birmingham
Anderson, Charles, Gloucester, Baker. Jan 12 at 12 at offices of Cooke, Pitt st, Gloucester
Ash, John Jumpsen, King's rd, Chelsea, Toy Dealer. Jan 14 at 11 at offices of Nutt, Brabant court, Philpot lane
Barber, William Teasdel, and Benjamin Bishop Bustin, Liverpool, Chronometer Maker. Jan 7 at 3 at offices of Gibson and Holland, South John st, Liverpool. Smith, Liverpool
Barr, John Ewen, Castle villas, Muswell Hill, Brewer's Traveller. Jan 7 at 2 at offices of Dyte, Fleet st. Woodcock
Bartlett, William Tregonwell, Newport, Monmouth, Innkeeper. Dec 29 at 10 at offices of Morgan, Dock st, Newport
Beaufoy, William, Wolverhampton, Stafford, Baker. Jan 9 at 11 at offices of Barrow, Queen st, Wolverhampton
Blakiston, George Frederic, Sheerness, Kent, Clerk. Jan 7 at 11 at offices of Remnant and Penley, Lincoln's inn fields. Mole, Sheerness
Bruton, Charles, Hanham, Gloucester, Licensed Victualler. Jan 8 at 11 at offices of Bowman, Gresham chambers, Nicholas st, Bristol. Roper, Bristol
Butler, James, jun, Landport, Hants, Block Maker. Jan 8 at 3 at offices of Edmonds, St James's st, Portsea. Blake, Portsea
Clark, John, Sheffield, Draper. Jan 8 at 2 at offices of Turner, Queen st, Sheffield
Collins, Lionel, Water lane, Commission Agent. Jan 21 at 10.30 at Masons' Hall Tavern, Masons' avenue, Basinghall st

Comsty, James Freeman, Garston, Lancashire, Boot Dealer. Jan 21 at 3 at offices of Vine, Dale st, Liverpool. Lumb, Liverpool
Cook, Samuel Richard, Princes st, Leicester square, Brush Manufacturer. Jan 8 at 2 at the Guildhall Tavern, Gresham st. Brown, Finsbury place
Cunliffe, James, Gracechurch st, Steam Ship Owner. Jan 21 at 2 at offices of Lewis and Lewis, Ely place, Holborn
Curzon, William Henry, Stoke-upon-Trent, Stafford, Grocer. Dec 30 at 3 at offices of Turner, Albion st, Hanley
Danziger, Emanuel, Guildford st, Russell square, Professor of Elocution. Jan 8 at 2 at offices of Gresham and Son, Basinghall st
Denny, John Theophilus Hervey, Crooms place, East Greenwich. Assistant Engineer. Jan 5 at 3 as the Lecture hall, Greenwich. Marsden, Old Cavendish st
Elliott, William Hugh, King's st, Borough, Corn Dealer. Jan 2 at 2 at offices of Kennedy, Warwick court, Gray's inn
Ferguson, Charles Augustus, North End rd, Fulham, Riding School Manager. Jan 4 at 11 at offices of Pigeon and Masters, Great George st, Westminster
Godfrey, William, Liverpool, Cart Owner. Jan 8 at 3 at offices of Ritson, Dale st, Liverpool
Godley, Henry, Brighton, Sussex, Greengrocer. Jan 12 at 3 at offices of Goodman, Prince Albert st, Brighton
Green, Henry Lynnell, High st, North Woolwich, Grocer. Jan 7 at 3 at offices of Nicholls and Leatherdale, Old Jewry chambers. Piesse and Son, Old Jewry chambers
Hall, Samuel James, Birmingham, Merchant's Clerk. Jan 11 at 3 at offices of Buller, Moor st, Birmingham
Hay, John, jun, Groombridge rd, South Hackney, Trimming Manufacturer. Jan 11 at 11 at offices of Briant, Winchester House, Old Broad st
Hedgethorn, James, Brighton, Sussex, Oyster Merchant. Jan 16 at 11 at offices of Goodman, Brighton
Henshall, George Unwin, Salford, Lancashire, Grocer. Jan 6 at 3 at offices of Allen and Co, Princess st, Manchester
Hitch, George, Ware, Hertford, Bargemaker. Jan 11 at 12 at offices of Foster, Corn Exchange, Ware
Holledge, Aaron, South Norwood, Publican. Jan 12 at 11 at offices of Watson, Southampton buildings, Chancery lane
Hook, Robert, Monmouth, Spoke Manufacturer. Jan 8 at 2 at offices of Williams, Whitecross st, Monmouth
Hudson, George Lewis, Fenchurch st, Dressing Case Maker. Jan 12 at 2 at offices of Newbon and Co, Wardrobe place, Doctors' commons
Humphreys, Annie, Bala, Merioneth, Innkeeper. Jan 11 at 3 at offices of James, Corwen
Jacobs, Joseph, New King st, Deptford, Boiler Maker. Jan 4 at 2 at offices of Barton and Drew, Fore st
James, Benjamin Robert, Duke st, St James's, Wine Merchant. Jan 7 at 3 at offices of Seale, Lincoln's inn fields
Johnson, John St John Stukely, Newlyn, Cornwall, no occupation. Jan 7 at 11 at offices of Trythall, Clarence st, Penzance
Kellitt, Amos, Wibsey, York, Collier. Jan 6 at 11 at offices of Dawson and Greaves, Kirkgate, Bradford
Kenyon, John, Barlborough, Derby, Grocer. Jan 8 at 4 at offices of Gee, High st, Chesterfield
Lawes, Robert, Curll, Helgham, Norwich, Seed Merchant. Jan 5 at 12 at office of the Registrar of the County Court, Redwell st, Norwich
Morgan, Morgan, Merthyr Tydfil, Glamorgan, Brewer. Jan 9 at 1 at offices of Beddoe, Victoria st, Merthyr Tydfil
Norris, Thomas, Robert st, Bethnal Green, Cabinet Maker. Jan 9 at 10.15 at offices of Rowland, Globe rd, Mile End. Hicks, Globe rd, Mile End
Ogburn, Edward, Sheerness, Kent, Brewer. Jan 6 at 11 at offices of Mole, Edward st, Sheerness
Peglar, George, Horsley, Gloucester, Farmer. Jan 8 at 1 at offices of Smith, Ladybellegate st, Gloucester
Priestman, Thomas, South Stockton, York, Publican. Jan 8 at 3 at offices of Draper, Stockton-on-Tees
Prosser, William James, Mark lane, Wine Merchant. Jan 14 at 3 at offices of Lawrance and Co, Old Jewry chambers
Puryer, William, Northampton, Engine Driver. Jan 4 at 11 at offices of Jeffery, Market square, Northampton
Quilter, Jabez Bunting, Brixton rd, Boot Dealer. Jan 12 at 3 at the Guildhall Tavern, Gresham st. Hensman and Nicholson
Ranken, Henry Polexfen, and Reginald Bambrigg Dixon, Liverpool, Merchants. Jan 11 at 2 at offices of Harmood and Co, North John st, Liverpool. Bateson and Co, Liverpool
Ratcliffe, John, Stafford, Architect. Jan 4 at 3 at the Dolphin Hotel, Gaol gate st, Stafford. Crabb
Reid, Edmund William, Cherry tree court, Aldersgate st, Fancy Box Manufacturer. Jan 5 at 3 at offices of Cooper, Charing Cross
Ridley, Henry John, Manchester, Jeweller. Jan 6 at 3 at offices of Hodgson, Waterloo st, Birmingham
Ritson, Thomas, Cockermouth, Quarryman. Jan 7 at 12 at offices of Wicks, Castlegate, Cockermouth
Sawyer, John Thomas, Portsea, Hants, Pastrycook. Jan 8 at 11 at offices of Wainscot, Union st, Portsea. Walker, Landport
Scanavi, Alexander Laurence, Liverpool, Merchant. Jan 6 at 2 at offices of Stead and Co, Dale st, Liverpool. Bateson and Co, Liverpool
Simpson, William, King's rd, Chelsea, Commercial Traveller. Jan 14 at 12 at offices of Presswell, Old Jewry
Sissons, John, Barmby-on-the Moor, York, Farmer. Jan 6 at 11.30 at offices of Burland and Son, Market place, Market Weighton
Skinner, Henry, Warwick lane, Printer. Jan 11 at 2 at the Law Institution, Chancery lane. Greatorex
Sulley, Charles, Manchester, Manufacturer. Jan 13 at 11 at the Clarence Hotel, Spring gardens, Manchester. Rylance, Manchester
Sutcliffe, Richard, Halifax, York, Waste Dealer. Jan 9 at 3 at offices of Rhodes, Horton st, Halifax
Taylor, David Bertenshaw, Burnedge, York, Woollen Draper. Jan 5 at 3 at offices of Learoyd and Learoyd, Buxton rd, Huddersfield. Blackburne, Oldham
Thomas, William, Treherbert, Glamorgan, Carpenter. Jan 7 at 12 at the New Inn Hotel, Pontypridd. Thomas, Pontypridd
Tillotson, Samuel William, Birmingham, Baker. Jan 21 at 3 at offices of Rowlands and Bagnall, Colmore row, Birmingham
Towers, Thomas, Navenby, Lincoln, Grocer. Jan 8 at 3 at offices of Hughes and Son, Bank st, Lincoln
Whitaker, Thomas, Bradford, York, Tailor. Jan 9 at 10 at offices of Terry and Robinson, Market st, Bradford
Whittell, William, Bildestone, Suffolk, Plumber. Jan 8 at 11 at offices of Watts, Butter market, Ipswich
Williamson, John, and Joseph Williamson, Barrow-in-Furness, Lancashire, Shoe Dealers. Jan 11 at 11 at the Ship Hotel, Barrow-in-Furness. Thompson

TUESDAY, Dec. 29, 1874.

Abbott, John, Lillington st, Pimlico, Boot Manufacturer. Jan 14 at 2 at offices of Norris, Great James st, Bedford row
Alexander, Josias Bracken Canning, Manchester, Insurance Broker. Jan 15 at 3 at offices of Rowley and Co, Clarence buildings, Booth st, Manchester
Atkinson, Thomas, Barrow-in-Furness, Lancashire, Greengrocer. Jan 13 at 11 at Sharp's Hotel, Strand, Barrow-in-Furness. Taylor, Barrow-in-Furness
Beatham, Henry, Kingston-upon-Hull, Bookseller. Jan 11 at 4.30 at the Turk's Head Inn, Grey st, Newcastle-upon-Tyne
Brown, Matthew Henry, Coventry, Warwick, Auctioneer. Jan 9 at 11 at the Castle Hotel, Coventry. Buller, Birmingham
Carruthers, Andrew, and Josiah Gibson, Liverpool, Drapers. Jan 13 at 12 at offices of Carruthers, Clayton square, Liverpool
Coulton, Wilkinson, Harden, York, Stuff Manufacturer. Jan 11 at 11 at offices of Burnley, Bradford
Crowther, George, Heckmondwike, York, Blanket Manufacturer. Jan 11 at 2.30 at the Mirfield Station Refreshment Rooms, Mirfield. Ibberson, Heckmondwike
Cullen, Edward, St Lawrence, Kent, Builder. Jan 5 at 3 at the Bull and George Hotel, High st, Ramsgate. Sankey and Co, Ramsgate
Elston, Thomas, Norton Disney, Lincoln, Farmer. Jan 16 at 11 at offices of Harrison, Bank st, Lincoln
Embelin, Robert, Bromley, Middlesex, Grocer. Jan 15 at 2 at offices of May, Princes st, Spital square
Farebrother, Ferdinand William, Great Tower st, Cornfactor. Jan 23 at 11 at offices of Crook and Smith, Fenchurch st
Faulkner, Isaiah, Ferry Hill Station, Durham, Builder. Jan 20 at 12 at offices of Brignall, jun, Saddler st, Durham
Firth, Josiah, and Job Firth, Rawden, nr Leeds, Contractors. Jan 14 at 4 at the Stansfield Arms Hotel, Apleby Bridge, nr Leeds
Fletcher, John, Dudley, Worcester, Agent. Jan 11 at 11 at offices of Shakespeare, Church st, Oldbury
Fletcher, Thomas, Scarborough, York, Joiner. Jan 12 at 3 at offices of Taylor, Queen st, Scarborough
Gibbon, Ninian, South Hylton, Durham, Ship Builder. Jan 12 at 12 at offices of Moore, John st, Sunderland
Gilbert, Thomas, and Thomas Elderkin, Little Britain, Woollen Merchants. Jan 6 at 12 at 48, Bedford row. Wright, Queen Victoria st
Gilbert, William, Middlesborough, York, Joiner. Jan 8 at 11 at offices of Addenbrooke, Zetland rd, Middlesborough
Gore, James, and Richard Witherington, Sunderland, Durham, Ironmongers. Jan 6 at 11 at offices of Steel, Bank buildings, Sunderland
Hammersley, Joseph, Lowestoft, Suffolk, Fishing Merchant. Jan 21 at 12 at offices of Archer, London rd, Lowestoft
Hartland, George Ernest, Dudley, Worcester, Grocer. Jan 9 at 11 at offices of Lowe, Wolverhampton st, Dudley
Hayward, Edgar Franks, King's rd, Chelsea, Hosier. Jan 7 at 11 at offices of Head, Eastcheap
Hickinbotham, Samuel, Derby, Provision Dealer. Jan 12 at 3 at offices of Briggs, Full st, Derby
Hobkirk, Harrison, John Smith, and John Whitecross, Sunderland, Durham, Upholsterers. Jan 11 at 12 at the Queen's Hotel, Fawcett st, Sunderland. Steel, Sunderland
Innocent, Francis, Brierley hill, Stafford, Draper. Jan 11 at 11.30 at offices of Homfray and Holberton, High st, Brierley hill
Jackson, William Mundy, Birmingham, Jeweller. Jan 9 at 11 at offices of Duke, Temple row, Birmingham
Jeffery, James Bartholomew, Liverpool, Plumber. Jan 8 at 11 at offices of Quelch, Dale st, Liverpool
Jones, Griffith, Bala, Merioneth, Printer. Jan 11 at 12 at offices of James, Corwen
Millman, Charles, Manchester, Woollen Merchant. Jan 13 at 3 at offices of Stead, Essex st, Manchester
Morecroft, James, Blackpool, Lancashire, Greengrocer. Jan 9 at 3 at offices of Sykes, Adelaide st, Blackpool
Oliffe, Samuel Francis, Bebington, Cheshire, Printer. Jan 15 at 3 at offices of Smith, Cori's buildings, Preeson's row, Liverpool
Patrick, John, Terrington Cross Keys, Norfolk, Farmer. Jan 14 at 11 at the Rose and Crown Hotel, Wisbech. Dawbarn, jun, March
Preston, David, Colne, Lancashire, Cotton Manufacturer. Jan 13 at 3 at offices of Carr, Colne lane, Colne
Price, Edward, Pontypool, Monmouth, Maltster. Jan 11 at 1 at offices of Watkins, Pontypool
Scovell, Samuel, Bournemouth, Southampton, Builder. Jan 9 at 12 at the Antelope Inn. Moore and Bowers, Wimborne Minster
Sealey, Alfred, Brompton rd, Photographic Artist. Jan 8 at 3 at offices of Dormer, Moorgate st
Skelding, Benjamin, Moor lane, near Brierley hill, Stafford, Brickyard Manager. Jan 12 at 11 at offices of Shakespeare, Church st, Oldbury
Smith, William, Derby, Painter. Jan 18 at 3 at offices of Leech, St James's st, Derby
Snaith, William, South Shields, Durham, Tailor. Jan 14 at 11 at offices of Johnston, Pilgrim st, Newcastle-upon-Tyne
Spicer, Thomas, Westbourne Park rd, Grocer. Jan 6 at 2 at offices of Cattlin, Guildhall yard
Standing, Francis, Great Northern Hotel, King's Cross, Operatic Singer. Jan 7 at 1 at offices of Gowing, Coleman st
Stone, Horatio, Commercial rd, Stepney, Boot Maker. Jan 5 at 11 at 568, Commercial rd, Stepney. Miller, Ludgate hill
Tilley, Richard Wallington, Bristol, Commission Agent. Jan 9 at 3 at the Radnor Hotel, Nicholas st
Underhill, Joseph, Birmingham, Brassfounder. Jan 8 at 10.15 at the Great Western Hotel, Monmouth st, Birmingham. East, Birmingham
Wheeler, Joseph, Leafield, Oxford, Grocer. Jan 8 at 2 at the George Inn, Leafield. Mace, Chipping Norton
Woodruff, George, and George Hasleham Woodruff, Barrow-in-Furness, Lancashire, Butchers. Jan 14 at 2 at the Dog and Partridge Hotel, Fennell st, Manchester. Williams, Barrow-in-Furness